

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
23<sup>rd</sup> STREET IMPROVEMENTS  
FROM NEW ORLEANS STREET TO HOUSTON STREET  
PROFESSIONAL CONSULTANT AGREEMENT  
BROKEN ARROW PROJECT NUMBER ST1415 AND ODOT STP-JP No. 30917(04)**

**1.0 Professional Consulting Firm:**

1.1	Name:	<u>Cowan Group Engineering, LLC</u>
1.2	Telephone No.:	<u>(918) 949-6171</u>
1.3	Address:	<u>5416 S. Yale, Suite 210, Tulsa, OK 74135</u>

**2.0 Project Name/Location:** 23<sup>rd</sup> Street from New Orleans Street to Houston Street

**3.0 Statement of Purpose:** The purpose of this project is to develop a Conceptual Design Report (also referred to as a Preliminary Engineering Report by ODOT) that investigates and examines different horizontal and vertical roadway alignments for 23<sup>rd</sup> Street from New Orleans Street to Houston Street in order to develop a cost-based "decision-making tool" for the city to utilize in implementing a design approach to widen 23<sup>rd</sup> Street from the current 2-lane roadway configuration to a 5-lane roadway configuration. The Report will evaluate the probable impacts upon the anticipated rights-of-way acquisition due to the proposed floodplain for Broken Arrow Creek, which crosses beneath 23<sup>rd</sup> Street, and the current public and private utilities located along the roadway corridor. The Report will also examine the benefits of an at-grade railroad crossing versus an elevated railroad crossing, as well as investigate the cost associated with each approach. Traffic signalization will also be investigated at the Washington intersection.

**4.0 Agreement Summary:**

4.1	Agreement Amount:	<u>\$436,890 (\$109,222.50 local share)</u>
4.2	Agreement Time:	<u>300 calendar days</u>
4.3	Estimated Construction Cost:	<u>\$19,850,000.00 (w/o Bridge/RR Crossing)</u> <u>\$24,350,000.00 (with Bridge/RR Crossing)</u>

**5.0 Contract Documents and Priority:** The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

**6.0 Agreement Approved by the Owner on:** \_\_\_\_\_

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
23<sup>RD</sup> STREET FROM NEW ORLEANS STREET TO HOUSTON STREET  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
COWAN GROUP ENGINEERING, LLC**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Cowan Group Engineering, LLC (CONSULTANT);

**WITNESSETH:**

WHEREAS, OWNER intends to reconstruct 23<sup>rd</sup> Street as a 5-lane primary arterial from New Orleans Street to Houston Street (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;

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

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be the \_\_\_\_ day of \_\_\_\_\_ 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.

**ARTICLE 15 - DELAY IN PERFORMANCE – continued**

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

**ARTICLE 16 - COMMUNICATIONS**

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

OWNER: City of Broken Arrow  
485 N. Poplar Street  
Broken Arrow, OK 74012  
Contact: Mr. Thomas D. Hendrix, P.E.  
Engineering Division Manager (City Engineer)

CONSULTANT: Cowan Group Engineering, LLC  
5416 S. Yale, Suite 210  
Tulsa, OK 74135  
Contact Name: Mr. Kenneth D. Schwab, P.E., CFM  
Tulsa Operations Manager

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

**ARTICLE 17 - WAIVER**

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

**ARTICLE 18 - SEVERABILITY**

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

**ARTICLE 19 - INTEGRATION**

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

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 21, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

## **ARTICLE 21 - ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 8.

## **ARTICLE 22 - THIRD PARTY RIGHTS**

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

## **ARTICLE 23 - COMPLETION**

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

## **ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
  - 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the 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 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 with 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, 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 Contractor 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  
Lesli Myers, Assistant City Attorney

By \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

**CONSULTANT:**

COWAN GROUP ENGINEERING, LLC

By Kenneth D. Schwab  
Managing Member/CEO  
**TULSA OPERATIONS MANAGER**

(CORPORATE SEAL) if applicable

ATTEST: \_\_\_\_\_  
Secretary

Date 10-29-15

**VERIFICATIONS** (If not a corporation)

State of Oklahoma )  
                                                  ) §  
County of Tulsa       )

Before me, a Notary Public, on this 29th day of October, 2015, personally appeared Kenneth D. Schwab, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: Tulsa Operations Mgr. of Cowan Group Engineering, 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. (SEE EXHIBIT 1, NEXT PAGE)

My Commission Expires:

10/20/19

Amy D. Smith  
Notary Public



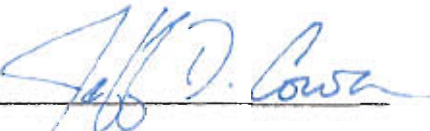
# EXHIBIT 1

## CONSENT OF MEMBERS COWAN GROUP ENGINEERING, LLC

### Consent of Members

The undersigned, being all of the Members of COWAN GROUP ENGINEERING, LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution of KENNETH D. SCHWAB, P.E. on behalf of COWAN GROUP ENGINEERING, LLC of bid proposals, contracts, affidavits and related documents.

Dated, this 11 day of SEPTEMBER, 20 14.

  
\_\_\_\_\_

Name printed: Jeff D. Cowan

Title: CEO



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
COWAN GROUP ENGINEERING, LLC (CONSULTANT)  
FOR  
23<sup>rd</sup> STREET IMPROVEMENTS  
FROM NEW ORLEANS STREET TO HOUSTON STREET  
BA PROJECT NUMBER ST1415  
ODOT STP-JP No. 30917(04)  
EC-1592**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2015.

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has applied for and received federal funding assistance from the Federal Highway Administration (FHWA), which shall be administered through the State of Oklahoma Department of Transportation's (ODOT) Surface Transportation Program (STP) Urbanized Area and which is overseen by the Local Government Division. In addition, CONSULTANT understands that the PROJECT has been conceptually estimated at \$19,850,000 without a bridge crossing the Union Pacific railroad (\$24,350,000 with a bridge) and that the federal participating share as defined under the terms of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act relating to Surface Transportation Program Urbanized Area funds shall be distributed at a 75% federal share to a 25% local share. CONSULTANT also understands that the OWNER has entered into a separate and distinct financial agreement with ODOT in order to this AGREEMENT, as well as potential amendments made to this AGREEMENT, at the participating shares identified. Likewise, the OWNER has identified funds in the amount of \$109,222.50 budgeted for this PROJECT that in conjunction with the federal share is sufficient to fund this AGREEMENT. The funded amount includes all professional consultant and sub-consultant fees required to perform the scope of services identified below. Also, the CONSULTANT understands that since this PROJECT receives federal assistance that the schedule may be revised in order to meet specific deadlines and constraints that are outside of the control of the OWNER and/or the CONSULTANT.

With respect to the specific services required, the CONSULTANT understands that the OWNER has retained their professional engineering services in order to

prepare a Conceptual Design Report (CDR), also referred to as a Preliminary Engineering Report by ODOT, which will serve as a “decision-making” tool in order to assist the OWNER in determining a proper course of action to implement regarding the future development of construction documents for the bidding purposes to construct an approved 23<sup>rd</sup> Street Improvements approach from New Orleans Street to Houston Street. Likewise, the CONSULTANT understands that the initial phases of the PROJECT shall include the development of a Conceptual Design Report (CDR), which will investigate different horizontal and vertical proposed roadway alignments of 23<sup>rd</sup> Street in order to evaluate the potential impacts the proposed alignment may have on right-of-way acquisition process, as well as the potential relocation of existing public and private utilities associated with 23<sup>rd</sup> Street. These roadway impacts will also include the potential of a signalized intersection or a roundabout traffic circle at 23<sup>rd</sup> Street and Washington intersection.

In addition, CONSULTANT understands that Conceptual Design Report (CDR) shall also investigate the stormwater drainage and corresponding floodplain impacts that Broken Arrow Creek and its tributaries located within the PROJECT vicinity will have upon the proposed roadway and on the proposed roadway culverts and/or bridges along the two-mile stretch of 23<sup>rd</sup> Street, as well as along Washington Street immediately west of 23<sup>rd</sup> Street intersection.

Furthermore, the CONSULTANT understands that the Conceptual Design Report (CDR) shall examine the feasibility of constructing a 4-lane bridge over the existing Union Pacific railroad facility that crosses 23<sup>rd</sup> Street between Washington Street and Houston Street in comparison to reconstructing a new and/or extending the existing railroad crossing from a 2-lane section to a 5-lane section corresponding to the proposed improved roadway section. This effort shall include initiating and coordinating a meeting between Union Pacific Railroad, ODOT and the OWNER to ensure proper design guidelines are implemented as well as documenting the potential to trade permission to cross at-grade along 23<sup>rd</sup> Street for another location detailed below. ODOT will facilitate a meeting with Union Pacific in order to assist the OWNER in an effort to obtain federal funds for the closure of the at-grade crossing, if selected.

Moreover, the CONSULTANT understands that the final deliverable product of this AGREEMENT shall be a Conceptual Design Report (CDR) that discusses the complete investigation, examination and evaluation as detailed in the preceding paragraphs and defined in the SCOPE OF SERVICES below along with anticipated construction and right-of-way costs based upon 2015 values extrapolated forward into the expected construction year as defined by the OWNER. The report is expected to be reviewed by both OWNER staff, as well as ODOT personnel, then presented to the OWNER'S governing body for acceptance and/or approval.

Likewise, the CONSULTANT understands that ODOT has agreed to perform the actual environmental assessment on this PROJECT as required by the Federal Highway Administration (FHWA). CONSULTANT shall be required to coordinate

and provide conceptual data in order to initiate the process and may be required to provide supplemental data during the course of the PROJECT; however, design information and final right-of-way plans are not a part of this AGREEMENT.

Lastly, the CONSULTANT understands that upon the completion of the Conceptual Design Report (CDR) that the OWNER intends to amend this AGREEMENT and/or enter into a supplemental agreement with the CONSULTANT for the actual engineering and design of the approved alternative for 23<sup>rd</sup> Street improvements, subject to the availability of funds.

## **2.0 PROJECT DESCRIPTION**

The proposed PROJECT is anticipated to include, but not be limited to, the investigation, examination, evaluation and development of capital improvements associated with and corresponding to the widening of an existing 2-lane roadway to a 5-lane, curbed roadway section with the possibility of new roadway span bridges and/or reinforced concrete box (RCB) culverts on Broken Arrow Creek along 23<sup>rd</sup> Street, as well as along Washington Street. In addition, the PROJECT will include either a bridge over the Union Pacific Railroad or an improved railroad crossing along 23<sup>rd</sup> Street. As a part of this PROJECT, the CONSULTANT will investigate, on behalf of the OWNER, the possibility of transferring the permission for an at-grade crossing associated with 23<sup>rd</sup> Street to another location along the Union Pacific Railroad more closely located with Chisholm Trail South Park (also known as the Events Park). Furthermore, the PROJECT will not include the acquisition of public rights-of-way along 23<sup>rd</sup> Street and relocation of public and private utilities associated with the improved roadway. Moreover, PROJECT shall include the examination of potential intersection improvements at 23<sup>rd</sup> Street and Washington that will include as a minimum a new signalized intersection or a new roundabout traffic circle.

## **3.0 PROJECT SCOPE**

CONSULTANT shall perform and/or coordinate all conceptual engineering and design effort necessary to develop a complete Conceptual Design Report (CDR), which includes the following: section line, aerial and topographical survey effort from anticipated right-of-way boundary to anticipated right-of-way boundary as a minimum, as well as boundary survey effort sufficient for anticipated right-of-way to acquisition; hydrologic and hydraulic design and modeling of drainage structures within project limits along Broken Arrow Creek; floodplain mapping associated with Broken Arrow Creek backwater model; horizontal and vertical roadway design for each alternative analyzed; conceptual design for water and sanitary sewer line relocations for the recommended alternative; and preparation of anticipated right-of-way acquisition plan. CONSULTANT shall also coordinate expected impact of gas, electric and other utility locations services with private utility companies.

Conceptual Design Report (CDR) shall include documentation of anticipated construction improvements cost based upon 2015 pricing extrapolated in accordance with construction cost inflation index factor to the expected year of construction for the proposed improvements as defined by the OWNER. Utility relocation costs shall be estimated based upon 2015 pricing extrapolated in accordance with a construction cost inflation index factor to one (1) year before the expected year of construction for the proposed improvements. Right-of-way acquisition costs shall be estimated based upon 2015 pricing extrapolated in accordance with a construction cost inflation index factor to two (2) year before the expected year of construction for the proposed improvements.

CONSULTANT shall provide the following conceptual design and engineering services in connect to and conjunction with the Conceptual Design Report:

- Project Management and Client Coordination
- Inter-governmental Agency Coordination
- Topographical and Aerial Survey Activity
- Boundary Survey Activity
- Hydrological and Hydraulic Design Effort for Drainage/Culvert Structures
- Floodplain Mapping Effort
- Roadway Design for Horizontal and Vertical Alignment
- Design for Public Utility Relocations
- Private Utility Coordination Effort
- Bridge Layout and Conceptual Design (Span versus RCB Alternatives)
- Railroad Crossing Coordination Effort (Design Performed by ODOT/UP)
- Signalization and Roundabout Conceptual Layout and Design Activity
- Construction Sequencing\Phasing Scenario Evaluation
- Environmental Documents Coordination
- 2015 Construction Cost Analyses
- Anticipated Construction Cost Projections
- Report Preparation and Presentation

**Note:** All subsurface exploration, structural design activity for bridges and channels, signalization and roundabout design activity, railroad crossing design activity, excluding conceptual layout and conceptual detailing effort, was eliminated from this phase of the project by ODOT through the negotiation process. These activities will be a part of the preliminary and final design process.

## 4.0 SCOPE OF SERVICES

4.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

4.1.1 Document all meetings, conferences, coordination, phone

conversations, etc. and send documentation to OWNER within five (5) calendar days.

- 4.1.2 Meet with the OWNER in a Pre-Design Conference or Kick-Off Meeting in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment(s) as well as project schedule and milestone dates.
  - 4.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
  - 4.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 4.2 CONCEPTUAL DESIGN PHASE (PRELIMINARY ENGINEERING REPORT PHASE as referenced by ODOT): Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

4.2.1 Survey Activity and Effort:

CONSULTANT shall perform the following survey activities:

- A. Conduct section corner research necessary to perform both control survey along the length of the PROJECT and a section line survey bounding the PROJECT.
- B. Conduct Tulsa County and Wagoner County courthouse research with respect to all property/boundary and easement information available, including all platted subdivisions, individual property parcels and tracts of land, and individual separate instruments.
- C. Establish horizontal and vertical control survey for both section lines (two miles) in accordance with Class 5 criterion identified in the OWNER'S Engineering Design Criteria (EDC) Manual adopted June 21, 2010, including the most recent revisions.
- D. Perform Section Line survey in accordance with standard ODOT criteria. Survey shall include only those sections required by criteria.
- E. Perform topographical survey from anticipated right-of-way to anticipated right-of-way in accordance with Class 3 requirements as specified in the OWNER'S Engineering Design Criteria (EDC) Manual adopted

June 21, 2010, including the most recent revisions. Survey shall include a finished floor elevation of any dwelling or structure abutting existing statutory right-of-way.

- F. Conduct aerial survey for approximately four (4) square miles in accordance with Class 3 requirements as specified in the OWNER'S Engineering Design Criteria (EDC) Manual adopted June 21, 2010, including the most recent revisions.
- G. Perform all necessary boundary surveys in order to adequately describe any necessary taking to construct said PROJECT. All boundary survey effort shall be performed in accordance with Class 2 requirements as specified in the OWNER'S Engineering Design Criteria (EDC) Manual adopted June 21, 2010, including the most recent revisions. (Note: the majority of the property/boundary survey effort associated with the existing parcel data is expected to be metes and bounds description).
- H. Prepare a Technical Memorandum, which will be incorporated in the overall Conceptual Design Report, producing a narrative depicting the results of the findings.

#### 4.2.2 Subsurface Exploration and Geotechnical Investigation Activity and Effort:

In accordance with ODOT stipulations, all activity associated with subsurface exploration and geotechnical investigations have been removed from this phase of the PROJECT. This activity will be performed as an itemized task directly associated with the PRELIMINARY ENGINEERING AND DESIGN PHASE to be negotiated later.

#### 4.2.3 Document Review and Incorporation Activity and Effort:

CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as required, to review and incorporate any pertinent data previously prepared in association with the PROJECT. This data may include, but not be limited to the following:

- A. ODOT/INCOG funding application;
- B. Cost Estimates for proposed capital improvements associated with said PROJECT;
- C. Engineering feasibility studies;
- D. Bridge inspection reports;
- E. Drainage reports and studies; and

- F. Other pertinent documents.

#### 4.2.4 Reconnaissance Data Collection Activity and Effort:

CONSULTANT shall make all necessary investigations for the collection, compilation, preparation, refinement and applicability of pertinent data associated with said PROJECT to ensure an effective, efficient and accurate utilization of pertinent design data. This data may include, but not be limited to the following:

- A. Record drawings on the road (Tulsa County/Wagoner County);
- B. Engineering and/or construction plans and specifications;
- C. Engineering designs on the roadway and/or public utilities;
- D. Bridge designs calculations and engineering plans;
- E. Traffic impact analyses, including accident reports on file with OWNER'S Police Department;
- F. Public utility atlas information;
- G. Geotechnical explorations and investigations;
- H. Floodplain mapping data, including Federal Emergency Management Agency (FEMA), Wagoner County, and City of Broken Arrow data;
- I. Private utility data directly associated with existing and proposed right-of-way constraints, including but not limited to the following:
  - 1. AEP\PSO;
  - 2. ONG;
  - 3. Cox Cable;
  - 4. Version;
  - 5. Windstream;
  - 6. MCI;
  - 7. Wagoner County Rural Water District No. 4; and
  - 8. Other pertinent data.

#### 4.2.5 Hydrologic and Hydraulic Design Activity and Effort:

CONSULTANT shall make all necessary hydrologic investigations and hydraulic analyses required for the conceptual design of the stormwater runoff conveyance systems. This effort shall be performed in accordance to the design specifications presented in the OWNER'S Engineering Design Criteria (EDC) Manual adopted June 21, 2010, including the most recent revisions. This effort shall include, but not be limited to the following:

- A. Conduct a Hydrologic and Hydraulic Conference with the OWNER, in addition to the Pre-Design Conference, in order to discuss specific hydrologic and hydraulic parameters directly associated with PROJECT, such as:
  - 1. Development criteria associated with OWNER'S Comprehensive Plan;
  - 2. Ultimate flow regimes versus current flow (FEMA regulatory) regimes;
  - 3. Pre-Developed flow versus Post-Develop flow determinations;
  - 4. Applicable floodplain criteria governance: City of Broken Arrow versus Wagoner County;
  - 5. Determine the specific hydrologic methods and approaches deemed acceptable for the course of design;
  - 6. Establish the criteria for stacking of stormwater runoff due to the conveyance (i.e. current criteria overtops the crown); and
  - 7. Schedule and attend a separate meeting with Wagoner County floodplain officials, if deemed necessary by the OWNER.
- B. Develop an overall drainage map identifying existing flow paths, travel times, site characteristics for each individual basin depicting the Current ("Pre-Developed") drainage conditions for said PROJECT;
- C. Layout conceptual stormwater conveyance systems associated with each roadway horizontal and vertical alignment developed in item 4.2.8 and item 4.2.9 below;
- D. Develop an overall drainage map identifying anticipated future flow paths, travel times, site characteristics for each individual basin depicting the Ultimate ("Post-Developed") drainage conditions for each alignment for said PROJECT;
- E. Determine the peak runoff values for each basin associated with the Current ("Pre-Developed") drainage conditions for each storm event;
- F. Determine the peak runoff values for each basin associated with the Ultimate ("Post-Developed") drainage conditions for each storm event;
- G. Secure the existing "Effective" floodplain model from OWNER or FEMA and develop Duplicate Effective hydraulic model depicting the effective floodplain;
- H. Develop and model 100-year (1% chance) Base Flood Elevations (BFE's) and the corresponding floodplain boundaries directly associated with Broken



Arrow Creek for Current ("Pre-Developed") drainage conditions depicting the existing culvert structures underneath 23<sup>rd</sup> Street and underneath Washington Street, thereby, establishing a Corrective Effective floodplain model;

- I. Develop and model 100-year (1% chance) Base Flood Elevations (BFE's) and the corresponding floodplain boundaries directly associated with Broken Arrow Creek for Ultimate ("Post-Developed") drainage conditions, thereby, establishing a Proposed Project floodplain model. Model shall include, but not be limited to the following proposed condition features:
  1. Preferred horizontal and vertical alignment developed in with respect the proposed roadway as depicted in item 4.2.8;
  2. Preferred horizontal and vertical alignment developed in with respect the proposed intersection improvements, such as a roundabout, as depicted in item 4.2.9;
  3. Proposed span bridge structures and/or proposed reinforced concrete box (RCB) structures underneath both 23<sup>rd</sup> Street and Washington Street;
  4. Incorporate specific channelization measures between Washington Street drainage structure and 23<sup>rd</sup> Street drainage structure; and
  5. Proposed railroad improvements alignment.
- J. Determine the proposed size for the stormwater runoff conveyance systems required to effectively convey the peak discharge from the 5-year (20% chance) storm runoff through the underground pipe system, as well as the 100-year (1% chance) storm runoff through the system;
- K. Prepare conceptual engineering plans that depict the different stormwater conveyance systems, as well as prepare floodplain maps depicting the proposed boundaries corresponding to the proposed BFE's that will be incorporated in the overall Conceptual Design Report; and
- L. Prepare a Technical Memorandum, which will be incorporated in the overall Conceptual Design Report, producing a narrative depicting the results of the findings.
- M. Prepare application forms and submit hydrologic and hydraulic models and report to FEMA to obtain a Conditional Letter of Map Revision (CLOMR). Fees paid separately by OWNER.
- N. Coordinate and respond to FEMA with respect to the

CLOMR submittal.

4.2.6 Bridge Design Activity and Effort:

CONSULTANT shall make all necessary investigations, examinations and evaluations required for the determination of bridge sizing for potential drainage ways and elevated railroad crossings. Perform all studies in compliance with National Bridge Inspection Standards (NBIS), current State and AASHTO Bridge policies and standards, State and Federal Highway Administration (FHWA) Regulations in conjunction with the appropriate governing agency. This effort shall include, but not be limited to, the following:

- A. Development and production of conceptual structural design calculations for both span bridges over Broken Arrow Creek;
- B. Development and production of conceptual structural design calculations for reinforced concrete box (RCB) structures over Broken Arrow Creek;
- C. Development and production of conceptual structural design calculations for proposed channelization improvements along Broken Arrow Creek between the drainage structures located along Washington Street and 23<sup>rd</sup> Street, respectively;
- D. Preparation of conceptual General Plan and Elevation (GP&E's) for both span bridge structures and reinforced concrete box (RCB) structures;
- E. Preparation of conceptual superstructure and substructure span bridge plans, if necessary (GP&E's may be sufficient);
- F. Preparation of conceptual engineering plans depicting channelization modifications between drainage structures;
- G. Incorporation of conceptual engineering plans that depict the different span bridge, reinforced concrete box structures, and channelization alternatives in the overall Conceptual Design Report; and
- H. Prepare a Technical Memorandum, which will be incorporated in the overall Conceptual Design Report, producing a narrative depicting the results of the findings.

**(Note:** ODOT eliminated all design activity and effort associated with concrete reinforcement and agency coordination with United States Army Corps of Engineers for 404 permit restrictions from this phase. This activity and effort shall be performed in

Preliminary and Final Design Phases.)

4.2.7 Railroad Crossing Design Activity and Effort:

In accordance with ODOT stipulations during the negotiation process, CONSULTANT shall only be responsible to make all necessary examinations and evaluations required for the determination of the necessary sizing for an elevated roadway and bridge crossing over Union Pacific Railroad. All activity and effort associated with an at-grade crossing, except for the initiation and coordination of a meeting between the OWNER and ODOT, will be the responsibility of ODOT. Consultant shall perform all studies in compliance with Union Pacific Railroad standards, American Railway Engineering and Maintenance (A.R.E.M.A.) design guides and specifications, current State and AASHTO Bridge policies and standards, State and Federal Highway Administration (FHWA) Regulations with respect to elevated bridge crossing. This effort shall include, but not be limited to the following:

- A. Coordinate a meeting between the OWNER, ODOT and the CONSULTANT associated with all conceptual design activity and effort associated with the extension of an at-grade crossing;
- B. Development and production of conceptual structural design calculations for span bridge over the railroad;
- C. Preparation of conceptual General Plan and Elevation (GP&E's) for span bridge structure over railroad;
- D. Preparation of conceptual superstructure and substructure span bridge plans, if necessary (GP&E's may be sufficient);
- E. Development and production of conceptual structural design calculations for earth retaining structure for bridge approach ramps. (Note: ODOT stipulated stability design for layout only, no reinforcement design.);
- F. Preparation of conceptual engineering layout plans for bridge approach earth retaining structures;
- G. Incorporation of conceptual engineering plans that depict the span bridge versus the at-grade extension alternatives, as well as earth retaining structures for bridge approach, in the overall Conceptual Design Report; and
- H. Prepare a Technical Memorandum, which will be incorporated in the overall Conceptual Design Report, producing a narrative depicting the results of the findings.

(**Note:** In accordance with the stipulations, ODOT will assist and provide all coordination activity and effort associated with transferring and/or closing and relocating the at-grade crossing. Furthermore, ODOT removed all design activity and effort, including ballast fill, utility relocation, construction sequencing and phasing, and modifications to signalization and warning systems, associated with extending the at-grade crossing stating that Union Pacific will be responsible for the design.)

#### 4.2.8 Roadway Alignment Investigation:

CONSULTANT shall develop a maximum of three (3) alternative roadway horizontal and vertical alignment alternatives in order to evaluate possible design and construction scenarios that consider various factors, such as, but not limited to, rights-of-way minimizations, drainage and floodplain impacts, utility relocation issues, change of grades, intersection/traffic constraints, and constructability, as well as construction sequencing and phasing constraints. This effort shall include, but not be limited to the following:

- A. Establish three (3) specific horizontal alignment plans of the PROJECT. (One along the section line, one that minimizes the anticipated Right-of-Way taking along either side of the PROJECT considering utility relocations and floodplain impacts, and the last considering construction sequencing and construction phasing potentials. Final may be a combination of all three.);
- B. Establish three (3) vertical alignment profiles that correspond to the three (3) horizontal alignments;
- C. Develop a typical roadway section based upon OWNER'S criteria, including a typical sidewalk on the west side of the alignment and a pedestrian trail on the east side of the alignment;
- D. Identify existing public and private utilities located with existing right-of-way or dedicated utility easements;
- E. Identify all proposed improvements to public utility associated with the PROJECT;
- F. Establish utility corridors for both public and private utilities;
- G. Develop cross-sectional information for earthwork volume analysis;
- H. Incorporate utility relocation activity and effort in the preparation and development of engineering plans;

- I. Incorporate the stormwater runoff conveyance systems plans and profile identified in Item 4.2.5 above in engineering plans;
- J. Incorporate the bridge activity and effort identified in Item 4.2.6 above in engineering plans;
- K. Incorporate the railroad bridge activity and effort identified in Item 4.2.7 above in engineering plans;
- L. Incorporate railroad extension information as provided by ODOT and/or Union Pacific identified in Item 4.2.7 above in engineering plans;
- M. Incorporate proposed intersection modifications as identified in Item 4.2.9 below in engineering plans;
- N. Develop a construction phasing approach of the PROJECT based upon the OWNER'S and Funding Agency's financial constraints;
- O. Based upon the construction phasing approach, investigate construction sequencing approaches that allows the OWNER'S to maximize the use of the existing transportation facility and prepare plans to illustrate the desired approach;
- P. Prepare conceptual engineering plans that depict the roadway improvements as depicted in the above items, and incorporate in the overall Conceptual Design Report; and
- Q. Prepare a Technical Memorandum, which will be incorporated in the overall Conceptual Design Report, producing a narrative depicting the results of the findings.

#### 4.2.9 Intersection Examination:

CONSULTANT shall investigate and evaluate the traffic flow, patterns and impact of current and projected volume anticipated at the 23<sup>rd</sup> Street and Washington Street intersection for the given configuration and make recommendations for a proposed configuration, traffic sequencing, signal timing for a signalized intersection in comparison to a proposed configuration and right-of-way acquisition needs for a potential roundabout traffic circle. The proposed intersection improvements shall be modeled in industry appropriate software in order to visualize the anticipated traffic patterns and flow. The analyses shall be conducted in accordance with the requirements provided in the OWNER'S Engineering Design Criteria (EDC) Manual adopted June 21, 2010, including the most recent revisions, coupled with the Institute of Transportation Engineers (ITE) Trip Generation Manuals, as well as the United States Transportation Research Board's Highway Capacity Manual.

This effort shall include, but not be limited to the following:

- A. Examine the current traffic count data collected by the OWNER and use said data as supplemental information. Conduct or cause to be conducted all traffic count activity necessary to perform an analysis within said corridor. Combined traffic count data shall provide sufficient information in order to obtain the necessary design parameters, such Average Daily Traffic (ADT) volumes and turning movements.
- B. Utilize the OWNER'S comprehensive plan and knowledge of current proposed developments within said corridor in order to determine the present-day development as well as the future development potential in the corridor. Upon determining the potential development, CONSULTANT shall determine the current-day and future trip generations created by the individual developments within the corridor.
- C. Utilize the data collection in the above effort coupled with the proposed development in the area and determine the projected traffic volumes, flow and patterns using sound engineering judgment, experience and knowledge. CONSULTANT shall interact with OWNER and utilize OWNER input with respect to future traffic volumes in the area as well.
- D. Investigate and evaluate proposed capital improvements configuration, such as roundabout or traffic signalization at specified intersection to determine how best to alleviate the impacts with respect to the projected traffic volume, flow and patterns.
- E. Prepare conceptual engineering plans that depict the intersection improvements as depicted in the above items, and incorporate in the overall Conceptual Design Report; and
- F. Prepare a Technical Memorandum, which will be incorporated in the overall Conceptual Design Report, producing a narrative depicting the results of the findings. Much of this technical information will be presented like a Traffic Impact Analysis (TIA) report along with conceptual plans. (Limits of TIA are all areas that impact the future intersection.)

#### 4.2.10 Environmental Documents Preparation and Coordination:

In accordance with ODOT stipulations, the CONSULTANT shall be limited to the development of an Environmental

Clearance Plan and coordinate of the plan to ODOT. ODOT shall perform the required environmental assessment and clearance findings. Actual development of environmental assessment documents and performance of environmental clearance evaluation are not included in the scope of services under this AGREEMENT. This effort shall include, but not be limited to the following:

A. Development of Environmental Clearance Plan.

**(Note:** Right-of-Way Plans and corresponding relocation costs are not a part of this Phase. This activity and effort shall be made a part of Preliminary Design Phase)

4.2.11 Initial Right-of-Way Plan Preparation:

CONSULTANT shall develop an overall Right-of-Way Drawing for presentation purposes and to record the anticipated impact due to the recommended design alternative only. The Drawing shall be made a part of the Conceptual Design Report. Actual Right-of-Way Plan preparation shall be conducted in conjunction with Preliminary Design activities and efforts that may be amended to the AGREEMENT upon the OWNER'S request. The overall Right-of-Way Drawing shall depict the anticipated takings necessary to construct said PROJECT based upon the following:

- A. The boundary information and data defined in Item 4.2.1 above;
- B. Any pertinent design approaches discovered in Item 4.2.3 and Item 4.2.4 above;
- C. The anticipated proposed floodplain boundary and BFE modifications as well as stormwater conveyance systems defined in Item 4.2.5 above;
- D. The preferred bridge design scheme defined in Item 4.2.6 above.
- E. The preferred railroad crossing design scheme defined in Item 4.2.7 above.
- F. The final preferred horizontal and vertical roadway alignment approach defined in Item 4.2.8 above; and
- G. The preferred intersection improvements defined in Item 4.2.9 above.

4.2.12 Report Preparation:

CONSULTANT shall record and document the findings of

the above examinations, evaluations, investigations, as well as technical memorandums and conceptual engineering plans and prepare a Conceptual Design Report detailing the different scenarios described above and the anticipated construction costs associated with each scenario, as well as provide a recommended design approach based upon the evaluation conducted. This effort shall include, but not be limited to the following items of work along with the final deliverables:

- A. CONSULTANT shall submit ten (10) complete bound reports (7 copies for the OWNER and 3 for ODOT) identified as "Preliminary Draft" Conceptual Design Report, plus one (1) electronic pdf file of the report to the OWNER for distribution by the OWNER;
- B. OWNER, ODOT and CONSULTANT shall review the report and discuss revisions in a maximum of three (3) working review meetings.
- C. CONSULTANT shall make all necessary revisions as defined by the OWNER;
- D. CONSULTANT shall submit fifteen (15) complete bound reports (12 copies for the OWNER and 3 for ODOT) identified as "Pre-Final Draft" Conceptual Design Report, plus one (1) electronic pdf file to the OWNER for distribution by the OWNER.

#### 4.2.13 Report Presentation:

CONSULTANT shall assist the OWNER in preparations and make presentation to OWNER'S governing body at the request of the OWNER.

- A. CONSULTANT shall make any and all necessary modifications to the "Pre-Final Draft" Conceptual Design Report; and
- B. CONSULTANT shall submit eight (8) complete copies (5 copies for the OWNER and 3 copies for ODOT) report identified as "Final Approved" Conceptual Design Report plus one (1) electronic pdf file to the OWNER for distribution by the OWNER.

#### 4.3 ENVIRONMENTAL ASSESSMENT PHASE: **(NOT A PART OF THIS CONTRACT)**. OWNER has an arrangement with ODOT in which ODOT will provide the necessary environmental assessment services required to make a decision accordingly. All coordination with respect to design approach and corresponding footprint impacting the environment shall be provided under the Scope of Services identified in Section 4.2.10 above.



- 4.4 **RIGHT-OF-WAY PLAN DEVELOPMENT PHASE: (NOT A PART OF THIS CONTRACT)**. All coordination with respect to documentation of the recommended and approved design approach upon anticipated rights-of-way and the initial development of right-of-way plans shall be provided under the Scope of Services identified in Section 4.2.11 above.
- 4.5 **PRELIMINARY DESIGN PHASE: (NOT A PART OF THIS CONTRACT)**. This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 4.6 **FINAL DESIGN PHASE: (NOT A PART OF THIS CONTRACT)**. This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 4.7 **BID ASSISTANCE PHASE: (NOT A PART OF THIS CONTRACT)**. This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 4.8 **CONSTRUCTION SERVICES PHASE: (NOT A PART OF THIS CONTRACT)**. This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 4.9 **PROJECT CLOSE-OUT PHASE: (NOT A PART OF THIS CONTRACT)**. This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
COWAN GROUP ENGINEERING, LLC (CONSULTANT)  
FOR  
23<sup>rd</sup> STREET IMPROVEMENTS  
FROM NEW ORLEANS STREET TO HOUSTON STREET  
PROJECT NUMBER ST1415  
ODOT STP-JP No. 30917(04)  
EC-1592**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The following organization of contract documents shall apply with the corresponding Conceptual Design Report (CDR), also referred to as Preliminary Engineering Report by ODOT, submittals as described in Attachment B and shall be made a part of the AGREEMENT dated the \_\_\_ day of \_\_\_\_\_ 2015.

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

- 1.1 Title Sheet;
- 1.2 Estimated Pay Quantities and Pay Item\Conceptual General Notes;
- 1.3 Proposed Typical Roadway Sections with sidewalk and trail;
- 1.4 General Plan and Profiles for each Conceptual Alternative;
- 1.5 Conceptual Intersection\Signalization and Roundabout Plan(s);
- 1.6 Conceptual General Plan and Elevation for each Bridge Structure;
- 1.7 Conceptual Railroad Crossing extension (details provided by ODOT/UP);
- 1.8 Conceptual Floodplain Plans; and
- 1.9 Required Cross Sections.

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

- 2.1 Initial Right-of-Way Conceptual Plans; and
- 2.2 Anticipated Rights-of-Way Acquisition Cost Summary.

**3.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents detailing and depicting the conceptual design, if applicable, shall be made a part of the Conceptual Design Report (Preliminary Engineering Report):

- 3.1 Overall Project Drainage Map for Recommended Conceptual Roadway

- Alignment(s);
- 3.2 Hydrology and Hydraulic Calculations for Broken Arrow Creek structures;
- 3.3 Drainage Calculations for Recommended Conceptual Roadway Alignment;
- 3.4 Drainage Summary Tables for Recommended Conceptual Roadway Alignment;
- 3.5 Stormwater Pollution Prevention Plan (SWP3); and
- 3.6 Floodplain Boundary Conceptual Plans\Maps for "fully urbanized" condition.

**4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents detailing and depicting each element of the conceptual design, if applicable, shall be made a part of the Conceptual Design Report (Preliminary Engineering Report):

- 4.1 Geotechnical Design Calculations (EDC Manual 4.0) (Not Applicable)
- 4.2 Structural Design Calculations (EDC Manual 5.0) (Stability Design Only)
  - 4.2.1 Bridge Designs;
  - 4.2.2 Retaining Earth Structures; and
- 4.3 Transportation Facilities Design Calculations (EDC Manual 6.0)
  - 4.3.1 Pavement Design Analyses for Rigid Pavement and/or Flexible Pavement Alternatives (Not Applicable);
  - 4.3.2 Horizontal Geometrics for each Alternative Investigated;
  - 4.3.3 Vertical Geometrics for each Alternative Investigated; and
- 4.4 Traffic Facilities Design Calculations (EDC Manual 7.0)
  - 4.4.1 Traffic Count and Turning Movement Data for Existing Conditions;
  - 4.4.2 Project ADT Volumes and Turning Movements based upon trip generations associated with development based upon the OWNER'S comprehensive plan;
  - 4.4.3 Level of Service Analysis in accordance with Highway Capacity Manual;
  - 4.4.4 Modeling of Proposed Intersection Improvements including potential signalization and traffic circles; and
- 4.5 Water Distribution System Design Calculations (EDC Manual 8.0):
  - 4.5.1 Water Flow Projections and Analysis (Not Applicable);
  - 4.5.2 Pressure and Velocity Analysis (not Applicable); and
- 4.6 Wastewater Collection System Design Calculations (EDC Manual 9.0):
  - 4.6.1 Wastewater Flow Projections (Not Applicable);
  - 4.6.2 Gravity Flow Analysis showing Flow Velocities (Not Applicable);
  - 4.6.3 Lift Station Design (Not Applicable); and
- 4.7 Stormwater Conveyance System Design Calculations (EDC Manual 10.0):
  - 4.7.1 Drainage Area and Peak Flow Analysis for Existing and Ultimate Developed Conditions;
  - 4.7.2 Conveyance System Design;
  - 4.7.3 Floodplain Modeling; and
- 4.8 Railroad Design Calculations
- 4.9 Other Engineer Design Calculations as deemed necessary

**5.0 CONTRACT DOCUMENTS: (NOT A PART OF THIS CONTRACT).**

**ATTACHMENT C  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
COWAN GROUP ENGINEERING, LLC (CONSULTANT)  
FOR  
23<sup>rd</sup> STREET IMPROVEMENTS  
FROM NEW ORLEANS STREET TO HOUSTON STREET  
PROJECT NUMBER ST1415  
ODOT STP-JP 30917(04)  
EC-1592**

**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 \_\_\_\_\_, 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 topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

**2.0 SPECIAL CONDITIONS**

- 2.1 OWNER must enter into a financial agreement with ODOT for the complete and total funding of this PROJECT prior to initiation and execution of this AGREEMENT.

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
COWAN GROUP ENGINEERING, LLC (CONSULTANT)  
FOR  
23<sup>rd</sup> STREET IMPROVEMENTS  
FROM NEW ORLEANS STREET TO HOUSTON STREET  
PROJECT NUMBER ST1415  
ODOT STP-JP No. 30917(04)  
EC-1592**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the \_\_\_ day of \_\_\_\_\_, 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 Report (referred to as the Preliminary Engineering Report by ODOT) Phase Payment: The OWNER shall pay the CONSULTANT a total amount up to, but not to exceed, **\$436,890.00** in accordance with the budgeted hours presented in Exhibit D-1 and the hourly rate schedule attached as Exhibit F-3 for the completion of the Conceptual Design Report Phase. The OWNER'S share of this not to exceed amount is \$109,222.50 or 25%. The remaining not to exceed amount of \$327,667.50 or 75% is paid by federal assistance. This total amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Environmental Assessment Phase Payment: (Not a part of this contract). CONSULTANT will negotiate with OWNER upon OWNER'S request.
- 1.3 Right-of-Way Acquisition Phase Payment: (Not a part of this contract). CONSULTANT will negotiate with OWNER upon OWNER'S request.
- 1.4 Preliminary Design Phase Payment: (Not a part of this contract). CONSULTANT will negotiate with OWNER upon OWNER'S request.
- 1.5 Final Design Phase Payment: (Not a part of this contract). CONSULTANT will negotiate with OWNER upon OWNER'S request.
- 1.6 Bid Assistance Phase Payment: (Not a part of this contract). CONSULTANT will negotiate with OWNER upon OWNER'S request.
- 1.7 Construction Services Phase Payment: (Not a part of this contract). CONSULTANT will negotiate with OWNER upon OWNER'S request.

1.8 Project Closeout Phase Payment: (Not a part of this contract).  
CONSULTANT will negotiate with OWNER upon OWNER'S request.

## **2.0 ADDITIONAL SERVICES BASED ON TIME**

The hourly rates set forth in Exhibit F-3, attached to this AGREEMENT, include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2015.

## **3.0 REPRODUCTION**

All charges for reproduction shall be reimbursed as a direct cost and is included in Basic Compensation Fee of the Professional Consultant identified in Section 1.0 above.

## **4.0 MILEAGE**

All mileage costs, including turnpike fees, shall be reimbursed as a direct expense with no additional markup and is included in the Basic Compensation Fee of the Professional Consultant identified in Section 1.0 above.

## **5.0 DIRECT COSTS**

All direct costs shall be reimbursed at the actual cost plus 5% and is included in Basic Compensation Fee of the Professional Consultant identified in Section 1.0 above.

## **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
COWAN GROUP ENGINEERING, LLC (CONSULTANT)  
FOR  
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PROJECT NUMBER ST1415  
ODOT STP-JP 30917(04)  
EC-1592**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2015.

**1.0 CONCEPTUAL DESIGN REPORT (PRELIMINARY ENGINEERING REPORT BY ODOT) PHASE: (Dated from NTP)**

1.1	Notice to Proceed (NTP):	T.B.D.
1.2	Commence Topographical Surveying:	15 days
1.3	Commence Conceptual Design Investigation:	30 days
1.4	Submit Preliminary Draft Conceptual Design Report:	180 days
1.5	Complete Owner Review:	210 days
1.6	Submit Final Draft Conceptual Design Report:	240 days
1.7	Present CDR to Governing Body:	270 days
1.8	Submit Final Conceptual Design Report:	300 days

**2.0 ENVIRONMENTAL ASSESSMENT PHASE:**

(Not a part of this Contract). ODOT has agreed to address these services on behalf of the OWNER.

**3.0 RIGHTS-OF-WAY ACQUISITION PHASE:**

(Not a part of this Contract). To be negotiated at a later date.

**4.0 PRELIMINARY DESIGN PHASE:**

(Not a part of this Contract). To be negotiated at a later date.

**5.0 FINAL DESIGN PHASE:**

(Not a part of this Contract). To be negotiated at a later date.

**6.0 BID ASSISTANCE PHASE:**

(Not a part of this Contract). To be negotiated at a later date.

**7.0 CONSTRUCTION SERVICES PHASE:**

(Not a part of this Contract). To be negotiated at a later date.

**8.0 PROJECT CLOSE-OUT PHASE:**

(Not a part of this Contract). To be negotiated at a later date.



**ATTACHMENT F  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
COWAN GROUP ENGINEERING, LLC (CONSULTANT)  
FOR  
23<sup>rd</sup> STREET IMPROVEMENTS  
FROM NEW ORLEANS STREET TO HOUSTON STREET  
PROJECT NUMBER ST1415  
ODOT STP-JP 30917(04)  
EC-1592**

**STATE AND FEDERAL FORMS**

The following State and Federal forms shall be made a part of the AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2015.

- 1.0 EXHIBIT F1: FEDERAL AID CONTRACT REQUIREMENTS**
- 2.0 EXHIBIT F2: KEY PERSONNEL**
- 3.0 EXHIBIT F3: SUB-CONSULTANT PARTICIPATION**
- 4.0 EXHIBIT F4: APPROVED HOURLY AND OVERHEAD RATES**
- 5.0 EXHIBIT F5: US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**
- 6.0 EXHIBIT F6: US DOT CERTIFICATION OF ELIGIBILITY**
- 7.0 EXHIBIT F7: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 ASSURANCES**
- 8.0 EXHIBIT F8: DRUG FREE WORKPLACE**
- 9.0 EXHIBIT F9: DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**
- 10.0 EXHIBIT F10: AMERICANS WITH DISABILITIES ACT NON-DISCRIMINATION CLAUSE**
- 11.0 EXHIBIT F11: FEDERAL HIGHWAY ADMINISTRATION CONTRACT REQUIREMENTS**

- 12.0 EXHIBIT F12: US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS  
ACKNOWLEDGEMENT**
- 13.0 EXHIBIT F13: CERTIFICATION OF FINAL INDIRECT COSTS**
- 14.0 EXHIBIT F14: FINAL INVOICE CERTIFICATION**

**ENGINEERING CONTRACT NO. 1592  
ATTACHMENT F – EXHIBIT F1  
FEDERAL AID CONTRACT REQUIREMENTS**

Federal funds are authorized only for preliminary design activities. No final design activities will begin until such time that the environmental document is completed and approved by the Federal Highway Administration and that a specific notice to proceed with final design activities is received from the Department. If the proposed scope of services of this Contract is substantially altered based on the outcome of NEPA, any associated modifications will be reduced to writing and agreed to by the Consultant and the City. In the event that such modifications are determined to warrant a written amendment to this Contract, the modifications will be addressed in accordance with this Changes and Modifications.

**COMPENSATION**

The method for determining compensation will be lump sum, cost plus fixed fee, hourly rates, or cost per unit of work as negotiated and defined below:

“Lump Sum” will be the total compensation paid to the Consultant for services rendered. The Lump sum will include all cost to the Consultant including labor, overhead, material, travel, Sub-Consultant administrative fees on professional services sub-contracted to others, and other costs in the conduct of the work. Unless the scope of work changes, the Consultant will not be entitled to additional compensation.

The “cost plus fixed fee” method of compensation will use the actual costs incurred by the Consultant, including salaries, overhead and other direct expenses with a fixed amount of fee to be paid upon completion of the project. The Consultant and the City will negotiate the fixed fee and the not to exceed amount. Unless the scope of work changes, the Consultant will not be entitled to additional compensation.

The “hourly rate” method will use fixed hourly rates and direct expenses provided in Attachment F – Exhibit F4: Approved Hourly and Overhead Rates. Hourly rates will be based on salary cost, overhead as derived from the associated schedules and a reasonable fee as approved by the City. The hourly rates established will be considered provisional and will remain subject to adjustment until the completion and evaluation of a Department audit of the Consultant’s Indirect Cost Rates. The Consultant and the City will negotiate the not to exceed amount to be accomplished, on estimated man-hours per task, Sub-Consultant costs, administrative fees on professional services sub-contracted to others, and direct expenses required to accomplish the scope of work.

The “cost per unit of work” method will be used when a task is clearly defined and a unit price can be established. Unless the units of work change, the Consultant will not be entitled to additional compensation under a task order using the “cost per unit of work” method of compensation.

The City shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government.

## **METHOD OF PAYMENT**

The Consultant will provide supporting information and an invoice for specifically defined services to be compensated as "lump sum" by the tenth (10<sup>th</sup>) working day of each month, no later than one (1) month in arrears. Invoices will be prepared utilizing the forms and/or in the format required by the Department and City. Incomplete or inaccurate invoices will delay the payment of claims; therefore, the Consultant will check and review invoices carefully to assure each is complete and accurate prior to submittal to the City.

The certification form contained in Attachment F – Exhibit F14: Final Invoice Certification shall be completed and submitted at the time the final invoice is submitted to the City for payment.

## **CHANGES AND MODIFICATIONS**

The terms of this Contract may be modified by written amendment if the City determines that there is a significant change in 1) the scope, complexity, or character of work related to this Contract, or 2) the schedule for performing the work, or 3) the compensation due the Consultant.

In the event the City requests, in writing, revisions in the character or scope of the work or modifications to work completed under this Contract, a Supplemental Agreement to this Contract shall be negotiated and approved in writing prior to the Consultant performing the changed work.

If the City finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of work or character of work under this Contract, the Consultant will make such revisions if requested and as directed by the City. Such changes will be authorized under an approved Supplemental Agreement to this Contract.

Charges for extra work performed or materials furnished will not be invoiced or included in a claim by the Consultant until execution of the Supplemental Agreement to this Contract encompassing such extra work or services.

Changes or modifications will not be binding unless and until approved and executed in writing by the Consultant and City in accordance with this Section.

## **SUB-CONTRACTS**

It is anticipated that the Consultant may need to sub-contract a portion of this work, however; unless otherwise authorized in writing by the City, the Consultant shall not assign any portion of this Contract by executing any sub-contract, amendment, or change order thereto, or obligate itself in a manner with any third party with respect to its rights and responsibilities under this Contract. The written approval of the City for sub-contracting of work required by the Contract shall not be unreasonably withheld. Additionally:

The Consultant will complete a First Tier Sub-Consultant Participation form, as provided in Attachment F – Exhibit F3. The City reserves the right to reject any Sub-Consultant.

The Consultant will specifically itemize all Sub-Consultant payments and will include such with each invoice.

Certain provisions and restrictions of this Contract will also apply to all Sub-Consultants. The Consultant will include applicable terms and conditions in all sub-contracts.

## **ACCESS TO RECORDS AND AUDIT REQUIREMENT**

The Consultant and its Sub-Consultants are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the Contract period and for three (3) years from the date of final payment under the Contract, for inspection by the City, representatives of the Department, and if requested, to the State Auditor and Inspector, the Federal Highway Administration, the Comptroller General of the United States, or any other authorized representative of the Federal or state governments.

The Consultant shall provide an audit of its indirect cost rate (overhead rate plus benefits and taxes, also identified as the labor additive rate) established by a cognizant agency or a qualified independent CPA which has been performed in accordance with cost principles contained in 48 Code of Federal Regulations, Part 31 and the AASHTO Audit Guide. The Department and City retains the right to examine the CPA's work papers of Consultant's indirect cost rate audit.

An audited FAR indirect cost rate and related information must be submitted by the Consultant to the Department for review and acceptance no later than July 31<sup>st</sup> following the end of the previous calendar year. A provisional overhead rate may be used until such time that an annual overhead rate is audited and established. In the event the Consultant is unable to provide the audit report within the time frame specified, the Consultant shall submit a written request for an extension citing the reason for the delay. Submittal of the

Consultant's annual indirect cost rate audit will be documented in the Consultant's contract evaluation.

## **CIVIL RIGHTS ACT OF 1964**

The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – "Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964" (Attachment F – Exhibit F7).

## **DESIGNATION OF PROJECT MANAGER AND KEY PERSONNEL**

For the purposes of this Contract, the Consultant has provided a list of individuals and Sub-Consultants and their qualifications and experiences, as further identified in Attachment F – Exhibit F2: Key Personnel and Attachment F – Exhibit F3: Sub-Consultant Participation, who will serve as the primary workforce for the project. Any personnel substitutions for these individuals will be subject to approval of the City.

The City reserves the right to have any of the Consultant's employees removed from participation in the performance and execution of this Contract if it believes it is in the best interest of the City. Any employee of the Consultant or Sub-Consultants who, in the opinion of the City, is judged to be incompetent of producing quality work or their conduct becomes detrimental to the project shall, upon written request of the City be immediately removed from association with the project.

## **FRAUD AND FALSE STATEMENTS**

That Consultant understands that, if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if the undersigned, the company that Consultant represents, or any employee or agent thereof, knowingly makes any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation as a material fact in any statement, certificate, or report, Consultant and the company that Consultant represents may be subject to prosecution under the provisions of 18 U.S.C.S. § 1001, §1020.

## **CONFLICT OF INTEREST**

That the Consultant understands that neither the Consultant nor any Sub-Consultant or any professionally certified member of the Consultant's or Sub-Consultant's staff may represent or act as a consultant for any person, company or association in any action,

cause or forum where the claim of that person, company or association is contrary to the interest of the City. All such actions shall be considered conflicts of interest and shall be deemed as a default under the terms of this Contract. For any violation of this section, the City, at its sole discretion, shall have the right to terminate this Contract without liability and may withhold future engineering contracts from the Consultant and/or Sub-Consultant.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
ENGINEERING CONTRACT NO. 1592  
EXHIBIT F1  
KEY PERSONNEL  
COWAN GROUP ENGINEERING, LLC**

*(Prime and Applicable 1<sup>st</sup> Tier Sub)*

<b>Name, Telephone Number, Fax, Cell Phone Number and E-Mail Address</b>	<b>Key Personnel Classification</b>	<b>Performance Characteristics (Job Description)</b>	<b>Primary Location Where Work Will Be Completed (Physical Address)</b>
Kenneth Schwab 918.949.6171, 918.949.6174 918.361.0155 <a href="mailto:kschwab@cowangroup.co">kschwab@cowangroup.co</a>	Chief Engineer	Project Management/ Plan Coordination	5416 S. Yale, Suite 210 Tulsa, OK 74135
Jeff Cowan 405.463.3369, 405.463.3381 405.501.4403 <a href="mailto:jeff@cowangroup.co">jeff@cowangroup.co</a>	Principal	Senior Project Manager	437 W. Wilshire, Suite A OKC, OK 73116
Bill Cyganovich 918.949.6171, 918.949.6174 918.691.0028 <a href="mailto:bill@cowangroup.co">bill@cowangroup.co</a>	Senior Project Manager	Senior Project Manager	5416 S. Yale, Suite 210 Tulsa, OK 74135
Tim Ward 405.463.3369, 405.463.3381 405.830.2502 <a href="mailto:tim@cowangroup.co">tim@cowangroup.co</a>	Project Manager	Plan Coordination	437 W. Wilshire, Suite A OKC, OK 73116
Rebecca Poole 405.463.3369, 405.463.3381 405.585.1051 <a href="mailto:rebecca@cowangroup.co">rebecca@cowangroup.co</a>	Senior Project Engineer	Plan Coordination	437 W. Wilshire, Suite A OKC, OK 73116
Russ Fischer 918.949.6171, 918.949.6174 918.760.2058 <a href="mailto:russ@cowangroup.co">russ@cowangroup.co</a>	Senior Project Engineer	Technical Oversight	5416 S. Yale, Suite 210 Tulsa, OK 74135
Sean Fairbairn 405.463.3369, 405.463.3381 405.388.6556 <a href="mailto:sean@cowangroup.co">sean@cowangroup.co</a>	Project Engineer	Technical Oversight	437 W. Wilshire, Suite A OKC, OK 73116
Lynelle Nichols 405.463.3369, 405.463.3381 405.514.9650 <a href="mailto:lynelle@cowangroup.co">lynelle@cowangroup.co</a>	Project Engineer	Technical Oversight	437 W. Wilshire, Suite A OKC, OK 73116



<b>Name, Telephone Number, Fax, Cell Phone Number and E-Mail Address</b>	<b>Key Personnel Classification</b>	<b>Performance Characteristics (Job Description)</b>	<b>Primary Location Where Work Will Be Completed (Physical Address)</b>
John Dougherty 405.463.3369, 405.463.3381, 405.343.8109 <a href="mailto:john@cowangroup.co">john@cowangroup.co</a>	Engineer Level I	Technical Details	437 W. Wilshire, Suite A OKC, OK 73116
Kirk Richardson 918.9496171, 918.949.6174, 918.346.2502 <a href="mailto:kirk@cowangroup.co">kirk@cowangroup.co</a>	Engineer Technician II	Plan Production	5416 S. Yale, Suite 210 Tulsa, OK 74135
Farron Kempton 918.949.6171, 918.949.6174 918.710.7523 <a href="mailto:farron@cowangroup.co">farron@cowangroup.co</a>	Engineer Technician I	Plan Production	5416 S. Yale, Suite 210 Tulsa, OK 74135
Beverly Cowan 405.463.3369, 405.463.3381, 405.513.3011 <a href="mailto:beverly@cowangroup.co">beverly@cowangroup.co</a>	Administrative	Financial/CFO	437 W. Wilshire, Suite A OKC, OK 73116
Amy Smith 918.949.6171, 918.949.6174, 918.699.9310 <a href="mailto:amy@cowangroup.co">amy@cowangroup.co</a>	Clerical	Clerical	5416 S. Yale, Suite 210 Tulsa, OK 74135
Gordon Johnson 405.463.3369, 405.463.3381, <a href="mailto:gordon@cowangroup.co">gordon@cowangroup.co</a>	Survey Manager	Survey	437 W. Wilshire, Suite A OKC, OK 73116
Justin Smith 405.463.3369, 405.463.3381, 405.227.4798 <a href="mailto:justin@cowangroup.co">justin@cowangroup.co</a>	Survey Crew	Survey	437 W. Wilshire, Suite A OKC, OK 73116
Chris Duncan 918.392.5621, 918.392.5620, 918.606.2779 <a href="mailto:cduncan@meshekengr.com">cduncan@meshekengr.com</a>	Senior Project Engineer (Hydrology/Hydraulic)	Technical Oversight	1437 S Boulder, Suite 1550 Tulsa, OK 74119
Steve Nicholls 918.516.2334, 918.516.2334, 918.814.2964 <a href="mailto:steve@nichollsconsulting.com">steve@nichollsconsulting.com</a>	Senior Project Engineer (Bridge)	Technical Oversight	14002 E 88 <sup>th</sup> St. North Owasso, OK 74055
Doug Duke 918.743-7997, 918.260.8350, <a href="mailto:Dougduke974@live.com">Dougduke974@live.com</a>	Senior Project Engineer (Traffic)	Technical Oversight	5429 S. Sandusky Ave. Tulsa, OK 74135

Name, Telephone Number, Fax, Cell Phone Number and E-Mail Address	Key Personnel Classification	Performance Characteristics (Job Description)	Primary Location Where Work Will Be Completed (Physical Address)
Don Lasley 918.251.1133, 918.251.1133, NA <a href="mailto:don@lasleyeng.com">don@lasleyeng.com</a>	Senior Project Engineer (Railroad)	Technical Oversight	102 N. Elm Pl. Tulsa, OK 74012

Changes must be approved by the OWNER and the Department.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
ENGINEERING CONTRACT NO. 1592  
EXHIBIT F2  
SUB-CONSULTANT PARTICIPATION  
COWAN GROUP ENGINEERING, LLC**

*(Prime Only)*

<b>FIRST TIER SUB-CONSULTANT PARTICIPATION</b>					
The table presents the following sub-consultant participants in this offer and any resulting contract.					
Name of Business Address where work will be performed	Type of Work to be performed, Project Component, Job Piece No., Project Component Job No.	Estimated Fees (in \$1,000)	Method of Compensation	Local Business (Y or N)	DBE (Y or N)
Nicholls Consulting, PLLC 8421 N. 69 <sup>th</sup> E. Ave. Owasso, OK 74055	Bridge Design	\$14.657	LUMP SUM	Y	N
Lasley Engineering, PC P.O. Box 700995 Tulsa, OK 74170	Railroad Coordination	\$5.0	LUMP SUM	Y	N
Doug Duke (Sole Proprietor) 5429 S. Sandusky Ave. Oklahoma City, OK 74135	Traffic Design	\$7.5	LUMP SUM	Y	N
Meshek & Associates, PLLC 1437 S. Boulder, Ste. 1550 Tulsa, OK 74119	Bridge Hydraulic and Floodplain Modeling	\$26.5	LUMP SUM	Y	Y

Submitted by: Cowan Group Engineering, LLC

Date: October 29, 2015

Total Sub-Contract Value:           \$53,657.00          

DBE Goal: 6% (Proposed 6.1%)

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
ENGINEERING CONTRACT NO. 1592**

**EXHIBIT F3  
APPROVED HOURLY AND OVERHEAD RATES  
COWAN GROUP ENGINEERING, LLC**

<b>Personnel Classification</b>	<b>Average Hourly Wage Rate</b>	<b>Approved Rate Multiplier</b>	<b>Approved Hourly Rate</b>
<b>Principal</b>	\$64.63	<b>2.94</b>	<b>\$190.01</b>
<b>Chief Engineer</b>	\$62.93	<b>2.94</b>	<b>\$185.01</b>
<b>Associate</b>	\$56.80	<b>2.94</b>	<b>\$166.99</b>
<b>Senior Project Manager</b>	\$53.06	<b>2.94</b>	<b>\$155.99</b>
<b>Project Manager</b>	\$50.68	<b>2.94</b>	<b>\$148.99</b>
<b>Senior Project Engineer</b>	\$46.60	<b>2.94</b>	<b>\$137.00</b>
<b>Project Engineer</b>	\$42.86	<b>2.94</b>	<b>\$126.01</b>
<b>Engineer Level I</b>	\$34.01	<b>2.94</b>	<b>\$99.98</b>
<b>Engineer Level II</b>	\$37.41	<b>2.94</b>	<b>\$109.98</b>
<b>Engineering Technician I</b>	\$29.25	<b>2.94</b>	<b>\$85.99</b>
<b>Engineering Technician II</b>	\$30.95	<b>2.94</b>	<b>\$90.99</b>
<b>CAD Technician</b>	\$23.81	<b>2.94</b>	<b>\$70.00</b>
<b>Survey Manager</b>	\$42.86	<b>2.94</b>	<b>\$126.01</b>
<b>Survey Crew</b>	\$50.68	<b>2.94</b>	<b>\$148.99</b>
<b>Survey Crew Scanner</b>	\$85.03	<b>2.94</b>	<b>\$249.99</b>
<b>Field Services Manager</b>	\$29.93	<b>2.94</b>	<b>\$87.99</b>
<b>Construction Services Administrator</b>	\$35.71	<b>2.94</b>	<b>\$104.99</b>
<b>Resident Project Representative</b>	\$28.91	<b>2.94</b>	<b>\$84.99</b>
<b>Administrative</b>	\$32.31	<b>2.94</b>	<b>\$94.99</b>
<b>Clerical</b>	\$20.75	<b>2.94</b>	<b>\$60.12</b>

**Expenses shall be reimbursed in accordance to the following standard:**

Mileage will be reimbursed at the standard government rate, which is approximately \$0.56/mile.  
Direct Expenses will be reimbursed at an amount equal to the direct expense plus a 5% markup.

**ENGINEERING CONTRACT NO. 1592**  
**ATTACHMENT F – EXHIBIT F5**  
**US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, Cowan Group Engineering, LLC, (Consultant), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**ENGINEERING CONTRACT NO. 1592  
ATTACHMENT F – EXHIBIT F6  
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, Cowan Group Engineering, LLC, (Consultant), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

- a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.
  
- b) That, except as noted below, \_\_\_\_\_  
(Prospective Participant)  
or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
  - c. does not have a proposed debarment pending; and
  - d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
  - e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

\_\_\_\_\_

**(IF NONE, SO STATE BY ENTERING THE WORD NONE)** For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**ENGINEERING CONTRACT NO. 1592**  
**ATTACHMENT F – EXHIBIT F7**  
**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**  
**ASSURANCES**

**Cowan Group Engineering, LLC**, (hereinafter referred to as the Consultant) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Consultant receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Consultant hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Consultant agrees that each “program” and each “facility,” as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a “program”) conducted or will be (with regard to a “facility”) operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Consultant shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

**Cowan Group Engineering, LLC** in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, sex, age, national origin, disability/handicap, or income status in consideration for an award.

3. That the Consultant shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Consultant receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Consultant receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Consultant shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Consultant for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Consultant or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Consultant retains ownership or possession of the property.
9. The Consultant shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.



10. The Consultant agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Consultant by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Consultant.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Attachments:  
Appendices A, B, and C

## APPENDIX A

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest, agrees as follows:

**1. Compliance with Regulations:**

The Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**2. Nondiscrimination:**

The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

**4. Information and Reports:**

The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:**

In the event of the Consultant's noncompliance with the nondiscrimination provision of this Contract, the State Department of Transportation shall impose

such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the Contract until the Consultant complies and/or
- b. Cancellation, termination, or suspension of the Contract in whole or in part.

6. **Incorporation of Provisions:**

The Consultant shall include the provisions of paragraphs 1 through 6 in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation by a sub-contractor or supplier as a result of such direction, the Consultant may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

### **(GRANTING CLAUSE)**

NOW, THEREFORE, the Department of Transportation, as authorized by law and upon the condition that the State of Oklahoma will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways, and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation, and also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations), pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim, and convey unto the State of Oklahoma all the right, title, and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto the State of Oklahoma and its successors forever subject however, to the covenant, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, and shall be binding to the State of Oklahoma, its successors, and assigns.

The State of Oklahoma, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land, for itself, its successor, and assigns that (1) no person shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,][and]\* (2) that the State of Oklahoma shall use the lands and interests in lands so conveyed in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land; and the above described land and facilities shall thereon revert

to and vest in and become the absolute property of the Department of Transportation and its assignees as such interest existed prior to the deed.\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the State of Oklahoma, pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate), for him or herself, his or her heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, the State of Oklahoma shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, the State of Oklahoma shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Oklahoma and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the State of Oklahoma, pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate), for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that (1) no person, on the grounds of race,

color, sex, age, national origin, disability/handicap, or income status, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, 93) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, the State of Oklahoma shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, the State of Oklahoma shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Oklahoma and its assigns.

Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

**ENGINEERING CONTRACT NO. 1592  
ATTACHMENT F – EXHIBIT F8  
DRUG FREE WORKPLACE**

1. The Consultant, Cowan Group Engineering, LLC, certifies that (s)he will continue to provide a drug free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Consultant's policy of maintaining a drug free workplace;
    - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
  - d. As a condition of employment under the project, the employee will;
    - i. Abide by the terms of the statement, and;
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.



- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
- g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;
- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**ENGINEERING CONTRACT NO. 1592**  
**ATTACHMENT F – EXHIBIT F9**  
**DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 applies to this Contract.
2. The Department or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Department and its Consultants shall not discriminate on the basis of race, color, national origin nor sex in the award and performance of Department assisted contracts.
3. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

**ENGINEERING CONTRACT NO. 1592**  
**ATTACHMENT F – EXHIBIT F10**  
**The Americans with Disabilities Act Non-Discrimination Clause**

The Contractor assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the Contractor.

Specifically, the following discriminatory actions are prohibited:

- 1) In providing any aid, benefit, or service, the Contractor will not directly or through contractual, licensing, or other arrangements, on the basis of disability:
  - a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit or service.
  - b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who do not have a disability.
  - c. Provide a qualified person with a disability an aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as persons without disabilities.
  - d. Provide different or separate aid, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide the aids, benefits or services that are as effective as those provided to persons without disabilities.
  - e. Aid or perpetuate discrimination against a qualified person with a disability by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability.
  - f. Deny a qualified person with a disability the opportunity to participate in conferences, planning or advising opportunities.
  - g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.
- 2) For purposes of these assurances, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for disabled and nondisabled persons, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.
- 3) Even if separate or different aids, benefits or services are available to persons with a disability, the Contractor will not deny a qualified person with a disability the opportunity to participate in the programs or activities that are not separate or different.
- 4) The Contractor will not, directly or through contractual or other arrangements, utilize criteria or methods of administration:

- a. That have the effect of subjecting qualified persons with a disability to discrimination on the basis of disability,
  - b. That have the purpose or effect of defeating or substantially reducing the likelihood that persons with disabilities can benefit from the objectives of the program or activity, or
  - c. That yield or perpetuate discrimination against another recipient of federal funds if both recipients are subject to common administrative control or are agencies of the same State.
- 5) In determining the site or location of a facility, the Contractor will not make selections:
- a. That have the effect of excluding persons with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity, or
  - b. That has the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to persons with disabilities.
- 6) As used in these assurances, the aid, benefit or service provided under a program or activity includes any aid, benefit or service provided in or through a facility that has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

### **Future Effect of Assurances**

Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the above assurances under the following circumstances:

- 1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the U.S. Department of Transportation, the instrument of conveyance shall include a covenant running with the land binding the recipient and subsequent transferees to comply with the requirements for so long as the property is used for the purpose of which the Federal financial assistance was provided or for a similar purpose.
- 2) When Federal financial assistance is used to purchase or improve real property, these assurances shall obligate the recipient to comply with the requirements and require any subsequent transferee of the property, who is using the property for the purpose for which Federal financial assistance was provided, to agree in writing to comply with the requirements. The obligations of the recipient and transferees shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.
- 3) When Federal financial assistance is provided in the form of, or is used to obtain, personal property, these assurances shall obligate the recipient to comply with the requirements for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of the recipient.

- 4) When Federal financial assistance is used for purposes other than to obtain property, these assurances shall obligate the recipient to comply with the requirements for the period during which the Federal financial assistance is extended to the program or activity.

### **Notice**

The Contractor will take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the Contractor that it does not discriminate on the basis of disability.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in agency publications and distribution of memoranda or other written communications.

### **Effect of State or local law**

The obligation to comply with Section 504 of the Rehabilitation Act of 1973 is not obviated or affected by any State or local law.

**ENGINEERING CONTRACT NO. 1592  
ATTACHMENT F – EXHIBIT F11  
FEDERAL HIGHWAY ADMINISTRATION CONTRACT REQUIREMENTS**

Assurances and Certifications acknowledgment

STATE OF OKLAHOMA )  
) §  
COUNTY OF TULSA )

Jeff D. Cowan, of lawful age, being duly sworn on oath or affirmation and under penalty of perjury under the laws of the United States and the State of Oklahoma, states:

That he or she, whether as an individual, a member of said co-partnership or officer of said Corporation is the fully authorized agent of **Cowan Group Engineering, LLC** (Consultant), further identified as the prospective participant in this project which involves Federal funding, and has full knowledge and authority to make the assurances and certifications associated with the Federal Highway Administration Contract Requirements referenced below; and that:

1. The prospective participant is currently in compliance with the referenced requirements.
2. The prospective participant will act with regard and to remain in compliance with the referenced requirements for the life of this Contract.

Federal Highway Administration Contract Requirements

- F5. US DOT Certification for Federal-Aid Contracts
- F6. US DOT Certification of Eligibility
- F7. Title VI of the Civil Rights Act of 1964
- F8. Drug Free Workplace
- F9. Disadvantaged Business Enterprises Policy Statement
- F10. The Americans with Disabilities Act Non-Discrimination Clause
- F11. Federal Highway Administration Contract Requirements

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ENGINEERING CONTRACT NO. 1592  
ATTACHMENT F – EXHIBIT F12  
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS ACKNOWLEDGEMENT**

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this day personally appeared Jeff Cowan, known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed for the purposes and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Commission Number \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**ENGINEERING CONTRACT NO. 1592  
ATTACHMENT F – EXHIBIT F13  
CERTIFICATE OF FINAL INDIRECT COSTS**

I, the undersigned representative of **Cowan Group Engineering, LLC**, (Consultant), certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period specified below and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect costs rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Fiscal Period Covered: \_\_\_\_\_  
(mm/dd/yyyy to mm/dd/yyyy)

\_\_\_\_\_  
Name of Consultant

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification



**ENGINEERING CONTRACT NO. 1592  
ATTACHMENT F – EXHIBIT F14  
FINAL INVOICE CERTIFICATION**

I certify that all services documented by this invoice and for which payment is claimed were billed to the OWNER for hours actually expended by Consultant's staff members at the contractually specified rates for such staff members. I further certify the overhead rate as charged to this Contract has been audited by a certified public accounting firm, accepted by the State of Oklahoma Department of Transportation, and has been properly applied to services provided under this Contract. I further certify that all Sub-Consultants, sub-contractors and others who provided labor, equipment or supplies have been fully paid.

I understand that if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if I, the company that I represent, or any employee or agent thereof, knowingly make any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of work performed or to be performed, or make any false statement or representation as a material fact in any statement, certificate, or report, I and the company that I represent may be subject to prosecution under the provisions of 18 U.S.C. Section 1001 and 1020.

EC-1592

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Firm Name

Signed before me the undersigned notary this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_