

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
VERDIGRIS RIVER WTP PRETREATMENT BASIN EXPANSION
PROJECT NO. _____
PROFESSIONAL CONSULTANT AGREEMENT**

1.0 Professional Consulting Firm:

1.1 Name: HDR Engineering, Inc.

1.2 Telephone No.: 972-960-4400

1.3 Address: 17111 Preston Road, Suite 300, Dallas, TX 75248

2.0 Project Name/Location: Design of a second, parallel Pre-Treatment Basin at the Verdigris River Water Treatment Plant (WTP) to increase the total membrane pre-treatment capacity to 30 million gallons per day (mgd).

3.0 Statement of Purpose: Provide professional engineering design services to include preliminary design, final design, bidding phase, and construction phase.

4.0 Agreement Summary:

4.1 Agreement Amount: \$490,000

4.2 Agreement Time: 280 calendar days (Design phases)

4.3 Estimated Construction Cost: \$8,010,000

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

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

6.0 Agreement Approved by the Owner on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HDR ENGINEERING, INC.**

This AGREEMENT, including Attachment A through E, between the Broken Arrow Municipal Authority (OWNER) and HDR Engineering, Inc. (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to construct the Verdigris River Water Treatment Plant Pre-treatment Basin Expansion, Project No. _____, at 6670 South 361th Street in Broken Arrow (PROJECT) for which OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the _____ day of _____ 2017.

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 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations,

design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 9.

8.2 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 wrongful 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.

8.3 Consequential Damages. Neither party shall be liable to the other party for any special, indirect, or consequential damages resulting in any way from this AGREEMENT or the performance of the SERVICES thereunder, including, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. 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 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction.

ARTICLE 11 - 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 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES ("Documents") 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. Any reuse of Documents by OWNER on other projects not contemplated under this AGREEMENT shall be at the reuser's sole risk, without liability to CONSULTANT.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or

other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

ARTICLE 17 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority (BAMA)
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Roger D. Hughes, P.E.
Engineering Division Manager

CONSULTANT: HDR Engineering, Inc.
17111 Preston Road, Suite 300
Dallas, TX 75248-1232
Contact Name: Joel R. Cantwell, P.E.
Project Manager

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

ARTICLE 18 - 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 19 - 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 20 - 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 21 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 22 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 23 - THIRD PARTY RIGHTS

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

ARTICLE 24 - 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 25 - IMMIGRATION COMPLIANCE

25.1 Consultant shall demonstrate that he:

25.1.1 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

25.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

25.1.3 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

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

25.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, and damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 25.1 above.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:

Broken Arrow Municipal Authority

Approved as to form:

By [Signature]
Assistant City Attorney

By _____
Michael Spurgeon, City Manager

Date _____

Attest:

Secretary

CONSULTANT:

HDR Engineering, Inc.

By [Signature]
Ramon Miguez, Vice President

(CORPORATE SEAL) if applicable

ATTEST: [Signature]
Secretary

Date 5/3/17

Attest:

Corporate Secretary (Seal)

Date _____

VERIFICATIONS (If not a corporation)

State of Texas)
~~Oklahoma~~)
County of Dallas) §
~~Tulsa~~)

Before me, a Notary Public, on this 3rd day of May, 2017, personally appeared Ramon F. Miguez, known to be the ~~(President, Vice-President, Corporate Officer, Member, Partner, or Other):~~ Vice President of HDR Engineering, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

4-3-2019

[Signature]
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WTP PRE-TREATMENT BASIN EXPANSION
PROJECT NO. _____**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2017.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of the Verdigris River Water Treatment Plant (WTP) Pre-treatment Basin Expansion. These documents shall include, but not be limited to, the following: a preliminary design memorandum to provide the design criteria in a format required for regulatory and funding agency review; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; opinions of probable construction cost; construction specifications; general conditions, and special conditions.

CONSULTANT understands that the new pre-treatment basin will operate in parallel with the existing pre-treatment basin and will expand the total pre-treatment basin capacity to 30 million gallons per day (mgd). In addition to the basin structure and equipment, the design will also include associated electrical, instrumentation and control, yard piping and valve/meter vaults.

In addition, the CONSULTANT understands that the OWNER intends to request a loan for the construction funds for this project. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 SCOPE OF SERVICES

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

- 2.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) business days.
- 2.1.2 Provide OWNER with a list of all proposed subconsultants and tasks subconsultants are responsible to perform.
- 2.1.3 Meet with the OWNER to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

- 2.2 PRELIMINARY DESIGN PHASE: Upon receiving written authorization to proceed from OWNER, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 2.2.1 Meet with the OWNER in a Project Kickoff Meeting to confirm design criteria, equipment preferences, requirements and codes and other evaluation criteria as well as project schedule and milestone dates.
 - 2.2.2 Prepare a Preliminary Design Memorandum consisting of design criteria, conceptual drawings, and written descriptions of the Project. The memorandum will be prepared in funding agency formatting to facilitate funding approval.
 - 2.2.3 Provide necessary field surveys and topographic and utility mapping for CONSULTANT's design purposes. The survey will include the areas of the improvements and adjacent areas as needed for the design. Areas of the project site that are not impacted by the new facilities will not be surveyed. Survey will include a topographic survey of project area and features to 1-foot contours.
 - 2.2.4 Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
 - 2.2.5 Furnish seven (7) review copies and an electronic pdf file of the Preliminary Design Memorandum to OWNER and review them with OWNER on a conference call. Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the document.
 - 2.2.6 Revise the Preliminary Design Memorandum in response to OWNER's comments, as appropriate, and furnish to OWNER seven (7) copies and an electronic pdf file of the revised Preliminary Design Memorandum within 14 days after receipt of OWNER's comments.
- 2.3 FINAL DESIGN PHASE: After acceptance by OWNER of the Preliminary Design Report, and upon written authorization from OWNER to proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 2.3.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
 - 2.3.2 Visit the Site as needed to assist in preparing the final Drawings and Specifications. One site visit by the design team is assumed.
 - 2.3.3 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist OWNER in consultations with

such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

- 2.3.4 Advise OWNER of any recommended adjustments to the opinion of probable Construction Cost. An updated cost shall be prepared for the 60 percent, 90 percent, and final documents.
 - 2.3.5 For 60 percent submittal, provide a 60 percent complete Building Information Model (BIM). Conduct the 60 percent review in a workshop setting by reviewing the BIM model in real time. Document OWNER comments on the BIM model and provide a written summary.
 - 2.3.6 For 90 percent submittal, furnish for review by OWNER seven (7) copies and an electronic pdf file of the draft Drawings and Specifications and review them with OWNER in a workshop setting. Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions.
 - 2.3.7 Revise the final Drawings and Specifications in accordance with comments and instructions from the OWNER, as appropriate, and submit one reproducible final copy and electronic pdf files of such documents to OWNER.
- 2.4 BID ASSISTANCE PHASE: After acceptance by OWNER of the final Drawings and Specifications and the most recent opinion of probable Construction Cost, and upon written authorization from OWNER to proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 2.4.1 Assist OWNER in advertising for and obtaining bids for the Work. OWNER will issue bidding-related documents to prospective contractors and maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2.4.2 Attend pre-bid conference, which will be led by OWNER.
 - 2.4.3 Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 2.4.4 Consult with OWNER as to the qualifications of prospective contractors.
 - 2.4.5 Consult with OWNER as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 2.4.6 If the issued documents require, the CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors,

provided that such proposals are allowed by the bidding-related documents.

2.4.7 Attend the bid opening, prepare bid tabulation sheets to meet OWNER's schedule, and assist OWNER in evaluating bids.

2.4.8 Prepare conformed Drawings and Specifications that incorporate and integrate the content of all Addenda. Provide four (4) copies to CONTRACTOR (2 full-size and 2 half-size) and five (5) copies to OWNER (1 full-size and 4 half-size) as well as electronic PDF versions to both parties.

2.5 CONSTRUCTION SERVICES PHASE: After execution by OWNER of a construction contract with the successful bidder, and upon written authorization from OWNER to proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.5.1 General Administration of Construction Contract: Consult with OWNER and provide assistance to the OWNER for administration of the Construction Contract. The OWNER's Construction Administrator (CA) shall be the main point of contact for the CONTRACTOR. The CA shall receive and track all submittals from the CONTRACTOR; receive and review CONTRACTOR construction schedules and updates, including schedule impacts and delays due to Change Orders and Claims; receive, review, and approve Applications for Payment from Contractor; coordinate materials testing services; and provide funding agency coordination and reporting. CONSULTANT shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2.5.2 Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site. OWNER will prepare for and lead the conference.

2.5.3 Schedules: OWNER will receive, review, and determine the acceptability of any and all schedules that CONTRACTOR is required to submit, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

2.5.4 Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in CONSULTANT's judgment are necessary to enable CONTRACTOR to proceed.

2.5.5 Visits to Site and Observation of Construction: In connection with observations of CONTRACTOR's Work while it is in progress:

- Make visits to the Site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections

of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and observations, CONSULTANT will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and CONSULTANT shall keep OWNER informed of the progress of the Work.

- The purpose of CONSULTANT's visits to the Site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that CONTRACTOR has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, CONSULTANT neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- The fee associated with this task assumes a single CONSULTANT staff member will visit the site on twenty (20) occasions, including 16 monthly construction meetings and 4 other visits.

2.5.6 Defective Work: CONSULTANT shall recommend to OWNER to reject Work if, on the basis of CONSULTANT's observations, CONSULTANT believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to OWNER regarding whether CONTRACTOR should correct such Work or remove and replace such Work, or whether OWNER should consider accepting such Work as provided in the Construction Contract Documents. However, neither CONSULTANT's authority to reject Work nor CONSULTANT's decision to exercise or not exercise

such authority shall give rise to a duty or responsibility of the CONSULTANT to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

- 2.5.7 Compatibility with Design Concept: If CONSULTANT has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform OWNER of such incompatibility, and provide recommendations for addressing such Work.
- 2.5.8 Clarifications and Interpretations: OWNER will accept from CONTRACTOR submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. When requested by OWNER, CONSULTANT will render a written clarification, interpretation, or decision on the issue submitted, with reasonable promptness
- 2.5.9 Non-reviewable Matters: If a submitted matter in question concerns the CONSULTANT's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then CONSULTANT will promptly give written notice to OWNER and CONTRACTOR that CONSULTANT will not provide a decision or interpretation.
- 2.5.10 Field Orders: OWNER will prepare and issue Field Orders requiring minor changes in the Work.
- 2.5.11 Change Proposals, Change Orders and Work Change Directives: OWNER will prepare Change Orders and Work Change Directives as required. CONSULTANT will provide review upon request.
- 2.5.12 Differing Site Conditions: OWNER will respond to any notice from CONTRACTOR of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions.
- 2.5.13 Shop Drawings, Samples, and Other Submittals: OWNER will receive and track all submittals. Upon request, CONSULTANT will review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required CONTRACTOR submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as

indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT shall meet any CONTRACTOR's submittal schedule that CONSULTANT has accepted.

- 2.5.14 Substitutes and "Or-equal": Assist OWNER in evaluating and determining the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- 2.5.15 Inspections and Tests: OWNER will receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents.
- 2.5.16 Change Proposals and Claims: OWNER will review and respond to Change Proposals and Claims. (a) If requested by OWNER, CONSULTANT will review technical matters pertaining to Change Proposals. (b) If requested by OWNER, CONSULTANT will provide information or data to OWNER regarding engineering or technical matters pertaining to Claims.
- 2.5.17 Applications for Payment: OWNER will review and approve applications for payment from the CONTRACTOR.
- 2.5.18 CONTRACTOR's Completion Documents: OWNER will receive from CONTRACTOR maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data.
- 2.5.19 Substantial Completion: Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, visit the Site to review the Work and determine the status of completion. OWNER will follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, notice to CONTRACTOR, and issuance of a final certificate of Substantial Completion. Assist OWNER regarding any remaining engineering or technical matters affecting OWNER's use or occupancy of the Work following Substantial Completion.
- 2.5.20 Final Completion and Performance Testing: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR.

Additionally, conduct performance testing of the pre-treatment basin. Observe the trains running at the design loading rate and determine if the desired settled water turbidity levels are being met. Provide recommendations to optimize operations.

2.5.21 Standards for Certain Construction-Phase Decisions: CONSULTANT will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, CONSULTANT will not show partiality to OWNER or CONTRACTOR, and will not be liable to OWNER, CONTRACTOR, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

2.6 PROJECT CLOSE-OUT: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.6.1 Incorporate changes into the drawings and produce Record Drawings based on red-lined Drawings provided by OWNER.

2.6.2 Submit Record Drawings on electronic media (AutoCAD and PDF formats).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WTP PRE-TREATMENT BASIN EXPANSION
PROJECT NO. _____**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following list of submittal documents shall be made a part of the AGREEMENT dated the day of _____, 2017.

The following documents shall be submitted as deliverables for the project:

- Preliminary Design Memorandum
- 90% Drawings and Specifications
- Final Drawings and Specifications
- Addenda (as needed)
- Conformed Drawings and Specifications
- RFI responses
- Shop Drawing reviews
- Substantial Completion punch list
- Record Drawings

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WTP PRE-TREATMENT BASIN EXPANSION
PROJECT NO. _____**

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 _____, 2017.

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 None

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WTP PRE-TREATMENT BASIN EXPANSION
PROJECT NO. _____**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the _____ day of _____, 2017.

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 Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a Lump Sum amount of \$42,000 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a Lump Sum amount of \$287,000 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Bid Assistance Phase Payment: The OWNER shall pay the CONSULTANT a Lump Sum amount of \$28,500 for the completion of the Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Construction Services Phase Payment: The OWNER shall pay the CONSULTANT on a Time and Materials basis with a not to exceed amount of \$125,000 for the completion of the Construction Services Phase. CONSULTANT shall be paid an amount equal to Direct Labor Costs times a factor of 3.2, Reimbursable Expenses times a factor of 1.0, and CONSULTANT's subconsultant charges times a factor of 1.1.
- 1.5 Project Close-out Phase Payment: The OWNER shall pay the CONSULTANT on a Time and Materials basis with a not to exceed amount of \$7,500 for the completion of the Project Closeout Phase. CONSULTANT shall be paid an amount equal to Direct Labor Costs times a factor of 3.2, Reimbursable Expenses times a factor of 1.0, and CONSULTANT's subconsultant charges times a factor of 1.1.

2.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

3.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

4.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 ADJUSTMENT CLAUSE

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

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WTP PRE-TREATMENT BASIN EXPANSION
PROJECT NO. _____**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 2017.

1.0 PRELIMINARY DESIGN PHASE: 60 Calendar Days

Submit the final Preliminary Design Report within 60 Calendar Days after Notice to Proceed.

2.0 FINAL DESIGN PHASE: 220 Calendar Days

Conduct the 60 percent review workshop within 60 Calendar Days of submittal of final Preliminary Design Report.

Submit the 90 percent Drawings and Specifications within 60 Calendar Days of the completion of the 60 percent review workshop.

Submit the revised 90 percent Drawings and Specifications for regulatory review within 20 Calendar Days of the 90 percent workshop with OWNER. A regulatory review time of 60 days is assumed.

Submit the final Drawings and Specifications within 20 Calendar Days of receiving review comments from regulatory agency.

3.0 BIDDING PHASE:

It is anticipated that the Bidding Phase duration will be approximately three (3) months.

4.0 CONSTRUCTION SERVICES PHASE:

It is anticipated that the construction phase duration will be approximately fourteen (14) months to Substantial Completion and another two (2) months to Final Completion.

5.0 PROJECT CLOSEOUT PHASE:

Submit Record Drawings within 30 Calendar Days of receipt of red-lined as-builts from OWNER.