

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
HAIKEY CREEK TRUNK SEWER PHASE II REHABILITATION
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. HC26010**

1.0 Professional Consulting Firm:

1.1 Name: RJD Group, Inc.
1.2 Telephone No.: 918-627-9737
1.3 Address: 4500 South Garnett, Suite 110
Tulsa, OK 74146

2.0 Project Name/Location: Haikey Creek Trunk Sewer Phase II Rehabilitation,
Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services to prepare the Construction Documents for the construction of Haikey Creek Trunk Sewer Phase II Rehabilitation. These documents shall include, but not be limited to, the following: technical memorandum outlining the rehabilitation recommendations, followed by a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions. The existing infrastructure within the project extents consists of approximately 4,000 linear feet of 48-inch Reinforced Concrete Pipe (RCP) and 250 linear feet of 15-inch Polyvinyl Chloride Pipe (PVC) in need of rehabilitation and/or replacement.

4.0 Agreement Summary:

4.1	Agreement Amount:	
	Conceptual Design	\$ 65,000.00
	Preliminary Engineering (60%)	\$ 189,000.00
	Final Engineering	\$ 90,000.00
	USACE Permitting	\$ 53,500.00
	Bid Assistance Phase	\$ 5,000.00
	Construction Phase Services	\$ 27,500.00
	TOTAL AGREEMENT AMOUNT	\$ 430,000.00

4.2 Agreement Time: 715 calendar days
4.3 Estimated Construction Cost: \$ 5,500,000.00

5.0 Agreement Approved by the OWNER on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
RJN GROUP, INC.**

**FOR
HAIKEY CREEK TRUNK SEWER PHASE II REHABILITATION
PROJECT HC26010**

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

WITNESSETH:

WHEREAS, OWNER intends to perform Haikey Creek Trunk Sewer Phase II Rehabilitation (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

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

ARTICLE 9 - INSURANCE

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

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. 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 unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by 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, accessses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including

without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

- 24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the CONSULTANTS employees; and
- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this AGREEMENT; and
- 24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any subcontractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANTS failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least \$100,000 paid in whole or in part from BAMA funds.

ARTICLE 26 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering & Construction

CONSULTANT: RJD Group, Inc.
4500 South Garnett, Suite 110
Tulsa OK 74146
918-627-9737

Contact Name: Jacob Brumbaugh, 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 27 - ELECTRONIC SIGNATURES

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

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By:

Michael L. Spurgeon, General
Manager

Date:

CONSULTANT:

RJN Group, Inc.

By:

Dan Jackson
Daniel Jackson, P.E.
Senior Vice President

Date: January 9, 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest:

[Signature]
Secretary [Seal]

Attest:

Jacob Brumbaugh
Jacob Brumbaugh, P.E.
Project Manager

Date:

Date: January 9, 2026

Approved as to form:

D. Graham Parker

Assistant City Attorney

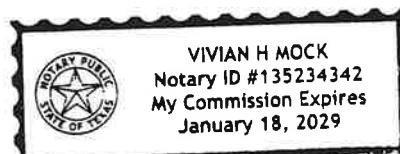
VERIFICATION

State of Texas)
County of Dallas)[§]

Before me, a Notary Public, on this 9 day of January, 2025, personally appeared Daniel Jackson, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of RJN Group, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

January 18, 2029
Vivian H. Mock
Notary Public



ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
RJN GROUP, INC. (CONSULTANT)

FOR
HAIKEY CREEK SEWER TRUNK PHASE II REHABILITATION
PROJECT NO. HC26010

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services to prepare the Construction Documents for the construction of Hailey Creek Trunk Sewer Phase II Rehabilitation. These documents shall include, but not be limited to, the following: technical memorandum outlining the rehabilitation recommendations, followed by a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions. The existing infrastructure within the project extents consists of approximately 4,000 linear feet of 48-inch Reinforced Concrete Pipe (RCP) and 250 linear feet of 15-inch Polyvinyl Chloride Pipe (PVC) in need of rehabilitation and/or replacement.
- 1.2 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.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$430,000.00) budgeted for this PROJECT that includes all professional consultant fees, while the project construction monies are budgeted in the future.

2.0 PROJECT SCOPE

- 2.1 CONSULTANT shall provide engineering design services for the rehabilitation and/or replacement of approximately 4,000 linear feet of 48-inch Reinforced Concrete Pipe (RCP) and 250 linear feet of 15-inch Polyvinyl Chloride Pipe (PVC) gravity sanitary sewer and associated appurtenances.
- 2.2 CONSULTANT shall provide consulting services as follows:
 - 2.2.1 Conceptual Design
 - 2.2.2 Preliminary Engineering (60%)
 - 2.2.3 Final Engineering
 - 2.2.4 USACE Permitting
 - 2.2.5 Bid Assistance Phase
 - 2.2.6 Construction Phase Services

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.
- 3.2 CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Inspect approximately 2,050 linear feet of the pipeline using CCTV and approximately 650 linear feet of the pipeline with Multi Sensor Inspection (MSI) equipment.
 - 3.2.2 Review the obtained video data and evaluate the feasibility of relining a portion of the existing interceptor.
 - 3.2.3 Document the condition of the existing trunk sewer and define the need for the project.
 - 3.2.4 Define the drainage basin of the existing trunk sewer and calculate project flow rates.
 - 3.2.5 Investigate the sanitary sewer capacity and possible upsizing of the existing sanitary sewer system.
 - 3.2.6 Evaluate pipe rehabilitation and/or replacement and provide recommendations.
 - 3.2.7 Perform an alternative alignment analysis for the proposed trunk sewer.
 - 3.2.8 Evaluate potential pipe and manhole materials for the project.
 - 3.2.9 Create an alternative decision matrix to evaluate the proposed alignments and ultimately recommend an alternative.
 - 3.2.10 Prepare exhibits of the proposed project.
 - 3.2.11 Prepare conceptual quantity estimate.
 - 3.2.12 Prepare a conceptual estimate of construction costs using a 20% contingency.
 - 3.2.13 Submit three (3) bound copies of the conceptual design report.
- 3.3 PRELIMINARY DESIGN PHASE: Following approval of the conceptual design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.3.1 Conduct preliminary coordination with private and public utilities. Potholing utility conflicts as needed to determine depths.
 - 3.3.2 Determine Easement Requirements, including Temporary Construction Easements, and prepare preliminary documents.
 - 3.3.3 Perform preliminary layout and design

- 3.3.4 Perform geotechnical borings to determine subsurface conditions
- 3.3.5 Prepare preliminary construction plans of proposed project.
- 3.3.6 Prepare preliminary special provisions.
- 3.3.7 Prepare preliminary quantity estimate.
- 3.3.8 Prepare preliminary estimate of construction costs using 15% contingency.
- 3.3.9 Submit five (5) bound sets of $\frac{1}{2}$ size prints of the preliminary conceptual plans.
- 3.3.10 Structural engineering design for a potential aerial crossing along the trunk sewer is not included in this agreement. If an aerial crossing is needed in this project, it will be added via a future amendment.

3.4 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.4.1 Conduct all necessary design functions required to complete the final design phase of the project.
- 3.4.2 Procure and provide a property report on all easement acquisition parcels.
- 3.4.3 Prepare and complete easement documents with legal descriptions and exhibits.
- 3.4.4 Meet with utility companies and Broken Arrow Municipal Authority departments to arrange for the relocation of utility facilities and services in conflict with the project. Review relocation plans and contracts submitted by the utilities and provide comments and recommendations prior to Municipal Authority approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
- 3.4.5 Prepare and complete final design.
- 3.4.6 Prepare detailed construction plans in conformance with appropriate drafting standards.
- 3.4.7 Prepare final quantity estimates.
- 3.4.8 Prepare final estimate of construction costs with a 10% contingency.
- 3.4.9 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
- 3.4.10 Prepare Contract proposals in units compatible with Broken Arrow Municipal Authority specifications.
- 3.4.11 Submit five (5) bound sets of $\frac{1}{2}$ size prints of final construction plans, three (3) sets of final contract bid documents and three (3) sets of $\frac{1}{2}$ size prints of final Authority utility relocation plans, if required, to the Owner for distribution and review.
- 3.4.12 Incorporate final review comments and furnish contract documents, three (3) $\frac{1}{2}$ size sets of final drawings and electronic media (AutoCAD 2025 or earlier version), one (1) master set of final specifications on electronic media and paper.

3.5 USACE PERMITTING: Following approval of the Preliminary Design and upon receiving the written Notice to Proceed, the Consultant shall perform environmental field investigations and secure a permit to construct from the USACE.

3.5.1 An Aquatic Resource Protection Plan is anticipated to be a required special condition set by the USACE for the permit. A budget of \$10,000.00 has been allocated for this service and is included in this agreement.

3.6 BID ASSISTANCE PHASE: CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.6.1 Attend pre-bid meetings.
- 3.6.2 Prepare paragraph summary for bid advertisement.
- 3.6.3 Prepare construction cost estimate.
- 3.6.4 Submit final plan set pdf for bidding purposes.
- 3.6.5 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be transferred in electronic media format.
- 3.6.6 Coordinate with funding agency, as necessary.
- 3.6.7 Furnish one (1) complete set of contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2025 or earlier version and pdf), and one (1) master set of final specifications also on electronic media.
- 3.6.8 Answer questions from prospective bidders that are forwarded to the CONSULTANT from the OWNER or received by CONSULTANT.
- 3.6.9 Assist in the preparation of addenda to be issued by the OWNER.

3.7 CONSTRUCTION PHASE SERVICES: CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.7.1 Review construction submittals that are forwarded to the CONSULTANT from the OWNER.
- 3.7.2 CONSULTANT shall make regular site visits during construction.
- 3.7.3 CONSULTANT shall assist the OWNER in responding to RFIs and change orders.
- 3.7.4 CONSULTANT shall complete record drawings and furnish to the OWNER.

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)

FOR
HAIKEY CREEK TRUNK SEWER PHASE II REHABILITATION
PROJECT NO. HC26010

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

- 1.0 CONCEPTUAL DESIGN REPORT:** The CONSULTANT shall submit a comprehensive conceptual design report, in full accordance with this Agreement, summarizing inspections, findings, defining existing facilities, drainage basins, alignment alternatives, trunk sewer sizing, and recommending a solution. The data captured will also be turned over to the Owner.
- 2.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in full, in accordance with this AGREEMENT, the following plan sheets:
 - 2.1 Title Sheet;
 - 2.2 Pay Quantities and Pay Item/General Notes;
 - 2.3 Typical Sections;
 - 2.4 General Plan (and Profiles if needed);
 - 2.5 Standard Construction Details; and
 - 2.6 Standard Construction Drawings.
- 3.0 EASEMENT DOCUMENTS:** The CONSULTANT shall submit in full, in accordance with this AGREEMENT, the following documents:
 - 3.1 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
 - 3.2 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
 - 3.3 Closure Report;
 - 3.4 Surveyor's Certification Document;
 - 3.5 Ownership Certification Report; and;
 - 3.6 Individual Property Appraisal Request Form.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in full, in accordance with this AGREEMENT, the following documents:
 - 4.1 Wastewater Collection System Design:
 - 4.1.1 Wastewater Flow Projections;
 - 4.1.2 Gravity flow analysis showing flow velocities;
 - 4.1.3 ODEQ Construction Permit
 - 4.2 Other Engineer Design Calculations as needed.

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

5.1 Bid Documents:

5.1.1 Prepare paragraph summary for bid advertisement.

5.2 Construction Specifications

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)**

**FOR
HAIKEY CREEK TRUNK SEWER PHASE II REHABILITATION
PROJECT NO. HC26010**

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 _____, 2025.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be by the following payment breakdown:

- 1.1 Conceptual Design Phase Payment: The OWNER shall pay the CONSULTANT a lump-sum amount of \$65,000.00 for the completion of the Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Engineering Phase Payment: The OWNER shall pay the CONSULTANT a lump-sum amount of \$189,000.00 for the completion of the Preliminary Engineering Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Engineering Phase Payment: The OWNER shall pay the CONSULTANT a lump-sum amount of \$90,000.00 for the completion of the Final Engineering Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 USACE Permitting Phase: The OWNER shall pay the CONSULTANT a not-to-exceed amount of \$53,500.00 for the completion of the USACE Permitting Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Bid Assistance Phase: The OWNER shall pay the CONSULTANT a not-to-exceed amount of \$5,000.00 for the completion of the Bid Assistance Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Construction Phase Services: The OWNER shall pay the CONSULTANT a not-to-exceed amount of \$27,500.00 for the completion of the Construction Phase Service. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.7 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2025, for architectural engineering services.

<u>Professional Services</u>	
Principal	\$330.00
Senior Project Manager	\$270.00
Project Manager	\$215.00
Project Engineer	\$135.00
Field Manager	\$115.00
Field Supervisor	\$90.00
Field Technician	\$80.00
CAD Designer	\$160.00
Clerical/Administrative	\$150.00

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)

FOR
HAIKEY CREEK TRUNK SEWER PHASE II REHABILITATION
PROJECT NO. HC26010

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____ 2025.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for 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 E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)

FOR
HAIEKY CREEK TRUNK SEWER PHASE II REHABILITATION
PROJECT NO. HC26010

PROJECT SCHEDULE

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

1.0 PRELIMINARY DESIGN PHASE:

1.1 Upon written notice to proceed Consultant shall schedule project kick-off meeting within 7 days. Preliminary design phase shall be completed within 180 days of receipt of the notice to proceed.

2.0 FINAL DESIGN PHASE

2.1 Final design phase shall commence upon the submittal of preliminary plans and shall be completed within 140 calendar days.

3.0 BID ASSISTANCE PHASE

3.1 Bid Assistance Phase shall be completed in 30 calendar days

4.0 CONSTRUCTION SERVICES PHASE

4.1 Construction Services Phase shall be completed in 365 calendar days.