



AGREEMENT
FOR
PROFESSIONAL ARCHITECTURAL SERVICES

HAIKEY CREEK MAINTENANCE BUILDING
PROJECT NO. ES 2016-03
CITY OF BROKEN ARROW PROJECT NO. XXXXXX

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as AUTHORITY, and CFH-ARCHITECTS, hereinafter referred to as ARCHITECT, and organized under the laws of the State of Oklahoma;

WITNESSETH:

WHEREAS, AUTHORITY intends to construct a Maintenance Building, hereinafter referred to as the PROJECT; and,

WHEREAS, AUTHORITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, ARCHITECT is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT under Account Number: 6031-5451101-040522152014.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY: ARCHITECT shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 AUTHORITY'S RESPONSIBILITIES: AUTHORITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE AUTHORITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.

- 4.0 COMPENSATION: AUTHORITY shall pay ARCHITECT in accordance with Attachment D - COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 5.0 STANDARD OF PERFORMANCE: ARCHITECT 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 laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed in a good and workmanlike manner and in strict accordance with this AGREEMENT. All ARCHITECTURAL work shall be performed by or under the supervision of Professional ARCHITECT licensed in the State of Oklahoma, and properly qualified to perform such ARCHITECTURAL services, which qualification shall be subject to review by AUTHORITY. Other than the obligation of the ARCHITECT to perform in accordance with the foregoing standard, no warranty, either expressed or implied, shall apply to the SERVICES to be performed by the ARCHITECT pursuant to this AGREEMENT or the suitability of ARCHITECT'S work product.
- 6.0 LIMITATIONS OF RESPONSIBILITY: ARCHITECT shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.0 OPINIONS OF COST AND SCHEDULE: The Parties acknowledge that the ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ARCHITECT'S cost estimates shall be made on the basis of qualification and experience as a Professional ARCHITECT.
- Since ARCHITECT has no control over the resources provided by others to meet construction contract schedules, ARCHITECT'S forecast schedules shall be made on the basis of qualification and experience as a Professional ARCHITECT.
- 8.0 LIABILITY AND INDEMNIFICATION: ARCHITECT shall defend and indemnify AUTHORITY from and against legal liability for damages arising out of the performance of the SERVICES for AUTHORITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ARCHITECT or any person or organization for whom ARCHITECT is legally liable, including any subcontractors or consultants hired by ARCHITECT to assist ARCHITECT in its tasks under this Agreement. Nothing in this paragraph shall make the ARCHITECT liable for any damages caused by the AUTHORITY or any other Contractor of the AUTHORITY.
- 9.0 COMPLIANCE WITH LAWS: In performance of the SERVICES, ARCHITECT shall comply with applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ARCHITECT certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify. ARCHITECT shall procure the permits, certificates, and licenses necessary to allow ARCHITECT to perform the SERVICES. ARCHITECT shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ARCHITECT in Attachment B, SCOPE OF SERVICES.

10.0 INSURANCE:

10.1 During the performance of the SERVICES under this AGREEMENT, ARCHITECT shall maintain the following insurance, issued by an insurer authorized to transact business in Oklahoma:

10.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.

10.1.2 Automobile Liability Insurance with a bodily and property damage combined single limit of not less than \$1,000,000 for each occurrence.

10.1.3 Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance in accordance with Title 18, Tulsa Revised Ordinances Section 104 and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for two years after AUTHORITY acceptance of the PROJECT.

10.2 The ARCHITECT shall provide proof of such coverage:

10.2.1 By providing Certificate(s) of Insurance prior to the execution of this contract; and

10.2.2 By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.

10.3 The ARCHITECT shall not cause any required insurance policy to be cancelled or permit it to lapse. If the cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the AUTHORITY will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an ARCHITECT who fails to keep required insurance policies in effect may be deemed by the AUTHORITY to be in breach of contract, ineligible to respond to invitations to submit to proposals and/or ineligible to engage in any new contracts.

11.0 OWNERSHIP AND REUSE OF DOCUMENTS:

11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the AUTHORITY.

11.2 AUTHORITY'S reuse of such documents without written verification or adaptation by ARCHITECT for the specific purpose intended will be at AUTHORITY'S risk.

12.0 TERMINATION OF AGREEMENT:

12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

12.2 AUTHORITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for AUTHORITY'S convenience upon written notice to ARCHITECT; and ARCHITECT shall terminate or suspend performance of SERVICES under this Agreement on a schedule acceptable to AUTHORITY.

12.3 **COMPENSATION:** In the event of termination or suspension for AUTHORITY'S convenience, the ARCHITECT shall be compensated for all SERVICES performed up to the date of the Notice of Termination in accordance with provisions of Attachment D.

13.0 **NOTICE:**

13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

13.1.1 To ARCHITECT: Chase Feters Hewitt-Architects
4520 South Harvard, ste #180
Tulsa, Oklahoma 74135-2916
ATTN: Mike R. Chase, Gary E. Feters

13.1.2 To AUTHORITY: REGIONAL METROPOLITAN UTILITY AUTHORITY

2317 South Jackson Avenue, Room N206
Tulsa, Oklahoma 74107
ATTN: Aaron Johnson, P.E.

13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ARCHITECT and AUTHORITY.

14.0 **UNCONTROLLABLE FORCES:** Neither AUTHORITY nor ARCHITECT shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either AUTHORITY or ARCHITECT under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

15.0 **INTEGRATION AND MODIFICATION:** This AGREEMENT includes Attachments A, B, C, D, and Exhibit 1, 2 and 3, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

16.0 **DISPUTE RESOLUTION PROCEDURE:** In the event of a dispute between the ARCHITECT and the AUTHORITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the AUTHORITY's Director of Engineering Services for resolution. If the Director of Engineering Services is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

17.0 **ASSIGNMENT:** ARCHITECT shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent

ARCHITECT from employing such independent consultants, associates, and subcontractors as ARCHITECT may deem appropriate to assist ARCHITECT in the performance of the SERVICES hereunder.

- 18.0 APPROVAL: It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the AUTHORITY'S Engineering Services Department, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ARCHITECT. The ARCHITECT will meet with the AUTHORITY staff initially and monthly thereafter and will be available for public hearings and/or AUTHORITY presentations.
- 19.0 TIME OF ESSENCE: The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the Project, rate of progress of the Project and completion date of the Project.
- 20.0 GOVERNING LAW; JURISDICTION; VENUE: This Agreement shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The parties agree that any suit, action or proceeding with respect to this Agreement shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.
- 21.0 RELATIONSHIPS OF PARTIES: The ARCHITECT is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the AUTHORITY under this Agreement. No employees, subcontractors or agents of the ARCHITECT shall be deemed employees of the AUTHORITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the AUTHORITY for its employees. The ARCHITECT shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- 22.0 INVALIDITY: If any terms of this Agreement shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such provision had never been contained herein.
- 23.0 THIRD PARTIES: This Agreement is between the AUTHORITY and ARCHITECT and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
- 24.0 HEADINGS: The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

- 25.0 BINDING EFFECT: This Agreement shall be binding upon AUTHORITY and ARCHITECT and their respective successors, heirs, legal representatives and permitted assigns.
- 26.0 WAIVER: The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- 27.0 INTERPRETIVE MATTERS AND DEFINITIONS: The following interpretive matters shall be applicable to this Agreement:
- 27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 27.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 27.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
- 28.0 MULTIPLE COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority].

(SEAL)

ATTEST:

CHASE FETTERS HEWITT ARCHITECTS

Secretary

Michael R. Chase, Partner

Date _____

Gary E. Feters, Partner

Date _____

(SEAL)

APPROVED:

REGIONAL METROPOLITAN UTILITY AUTHORITY

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Regional Metropolitan
Utility Authority

City Engineer

RECOMMENDED:

Broken Arrow Municipal Authority, Chairman

City of Broken Arrow, City Manager

ATTEST:

(SEAL) CITY CLERK

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AGREEMENT
FOR
PROFESSIONAL ARCHITECTURAL SERVICES

HAIKEY CREEK MAINTENANCE BUILDING
PROJECT NO. ES 2016-03
CITY OF BROKEN ARROW PROJECT NO. XXXXX

SCOPE OF PROJECT
ATTACHMENT "A"

A. SCOPE OF PROJECT: The PROJECT shall consist of:

The design development includes architectural and engineering services for a new 12,000sqft. Maintenance Building located at the Haikey Creek WWTP, 11602 East 151st Street, Broken Arrow, Oklahoma 74003. Prefabricated 150' x 80' x 20' metal building consisting supervisor office, office area (5 work stations), library/ print area, breakroom, m/w restrooms with private shower and locker room, two (2) truck bay lanes, large work repair area, o.h. beam crane , tools and parts storage areas.

It is hereby understood and agreed by the Parties that upon [CITY][AUTHORITY]'S determination of the services and materials needed for the PROJECT (See Exhibit 1-Project Location), and upon funding of the PROJECT, there will be construction and service contracts which must be entered into in order to consummate the PROJECT, including but not limited to services and or construction contracts for architecture, engineering, right-of-way acquisition, utilities, relocations, construction, equipment, and other services or contracts related to the PROJECT.

END OF ATTACHMENT "A"

AGREEMENT
FOR
PROFESSIONAL ARCHITECTURAL SERVICES

HAIKEY CREEK MAINTENANCE BUILDING

PROJECT NO. ES 2006-03

SCOPE OF SERVICES
ATTACHMENT "B"

- B. SCOPE OF SERVICES. The services to be performed by the ARCHITECT, under this AGREEMENT will consist of the services described below. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and after receipt of a Notice to Proceed.

The [ARCHITECT][ENGINEER] shall perform its services consistent with the professional skill and care ordinarily provided by ARCHITECTS practicing in the same or similar locality under the same or similar circumstances. The ARCHITECT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the PROJECT. The ARCHITECT shall identify a representative authorized to act on behalf of the ARCHITECT with respect to the PROJECT.

The ARCHITECT'S Basic Services consist of those described herein and include usual and customary structural, mechanical, and electrical engineering services for the Work identified in Attachment A. The ARCHITECT shall coordinate its services with those services provided by the AUTHORITY and the AUTHORITY'S consultants.

The ARCHITECT shall consult with the AUTHORITY, research applicable design criteria, attend PROJECT meetings, communicate with members of the Project team and report progress to the AUTHORITY. The ARCHITECT shall prepare minutes of meetings and distribute to attendees and Project team members within 48 hours after adjournment.

As soon as practicable after Notice to Proceed, the ARCHITECT shall submit for the AUTHORITY'S approval a schedule for the performance of the ARCHITECT'S services. (See Exhibit 2 – Project Schedule)

The ARCHITECT shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the PROJECT. In designing the PROJECT, the ARCHITECT shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

The ARCHITECT shall assist the AUTHORITY in connection with the AUTHORITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT.

The Basic Services of the ARCHITECT will consist of [four (4) phases, as stated below and shall commence upon execution of this AGREEMENT and Notice to Proceed.

Basic Services of the [ARCHITECT][ENGINEER] include, but are not limited to the following:

- Pre-Design Services - Not Used
- Design Services
- Construction Documents
- Bidding Services
- Construction Services

Other Services to be included:

- Surveys - by Civil Engineer
- Geotechnical Services - by Kleinfelder, Inc.
- Special Inspection Services - [Not Used]

B.1 PRE-DESIGN SERVICES (Existing Facilities / Evaluation Surveys): Omit (N/A)

B.1.1 NOT USED

B.1.1 The ARCHITECT may be required to perform Existing Facilities / Evaluation Surveys consisting of researching, assembling, reviewing and supplementing information for Projects involving [roof repairs, recovering and replacement] [master planning] [_____] to existing facilities including, inspections, photography, field measurements, review and analysis of existing design data and record documents for the development of Construction Documents as required in subsequent Design Phases, specified below.

B.1.1 The ARCHITECT shall perform a Project Cost and Feasibility Study to analyze and/or establish Project costs relative to project conditions and AUTHORITY'S budget. The ARCHITECT shall perform a feasibility study to determine the cost and/or technical advisability of the proposed project(s) and establish a preliminary project scope, budget and schedule.

B.1.2 [Roof] [Existing Facilities] [_____] Evaluation services shall include:

B.1.2.1 Visual inspection to ascertain the current condition of subject [roof and document roof] [_____] characteristics, equipment, and penetrations [_____].

B.1.2.2 Researching, assembling and reviewing available information regarding existing facility including, but not limited to: Record Documents, current [roofing] [_____] warranties and other available written documentation of the facility.

B.1.2.3 Evaluate on the basis of B.1.2.1 and B.1.2.2, the current condition of subject [roof and forecast remaining service life] [_____].

B.1.2.4 Provide recommendations for [replacement, recovering, and/or repairs to the subject roof and estimate repair, recover and replacement costs] [_____].

B.1.3 Submit Evaluation Reports to AUTHORITY Project Manager, in a format incorporating the following:

- Narrative Report describing current condition, options to be considered by the AUTHORITY for work to be done to existing [roof] [building] [_____].
- ARCHITECT'S detailed recommendations, including product options to support recommendations.
- [Roof Plan] [_____] Drawings (11 x 17 inches max) illustrating existing conditions, including [entrapped moisture] [_____].
- Photos illustrating overall [roof] [_____] areas and relevant [defects] [_____].

B.1.3.1 Evaluation Reports shall be submitted to AUTHORITY Project Manager; five copies, 8.5 x 11 inch format with drawings not exceeding 11 x 17 inches in size:

- One copy, submitted in 3" heavy-duty, view binder with one touch EZD ring, or acceptable substitute. Binder shall include one set of Avery Allstate Preprinted Legal Exhibit Dividers, Side Tab, Tab Titles 1-25, white, 8.5 x 11 inches.
- Four copies submitted, comb-bound.
- One color copy, scanned.

B.2 DESIGN SERVICES:

B.2.1 The ARCHITECT shall review the program, Report(s) and other information furnished by the AUTHORITY, and shall review laws, codes, ADA requirements and other regulations applicable to the ARCHITECT services. The ARCHITECT shall perform site investigations as may be required, to gather data and evaluate existing site and facilities for Project suitability.

B.2.2 The ARCHITECT shall meet with the AUTHORITY and other user groups as appropriate, to discuss the PROJECT program, schedule, budget for the Cost of the Work, PROJECT site, and alternative approaches to design and construction of the PROJECT. The ARCHITECT shall reach an understanding with the AUTHORITY regarding the PROJECT requirements.

B.2.3 Based upon the PROJECT requirements, the ARCHITECT shall prepare for the AUTHORITY'S review and approval Preliminary Design Documents consisting of Drawings (Cover Sheet, Summary of Pay Items Schedule, Site Plan, Building Plans, Sections, Elevations and Details) and other documents appropriate for the PROJECT. Preliminary selections of building systems and construction materials shall be noted on the Drawings and contained in an Outline Specification.

B.2.3.1 The ARCHITECT shall include and submit to the AUTHORITY a preliminary itemized Estimate of the Probable Cost of the Work, which shall be presented in a Unit Price format as prescribed by the AUTHORITY. The ARCHITECT'S Estimate and Summary of the Pay Items Schedule (Drawing Sheet) shall be in substantially the same format.

- B.2.4 The ARCHITECT shall submit the Preliminary Design Documents to the AUTHORITY, and request the AUTHORITY'S approval. The submittal documents shall be identified as "25% Preliminary Design Documents".
- B.2.4.1 Furnish [ten (10) sets of Preliminary Design Documents. Drawings in 11" x 17" format on bond paper. Outline Specifications and other documents in 8.5" x 11" format on bond paper. The Documents shall be submitted to the AUTHORITY in accordance with the Project Schedule, Exhibit 2.
- B.2.4.2 The ARCHITECT shall initiate and attend Code Compliance Process (CCP) Pre-Development meetings as necessary to ensure comprehensive code compliance prior to Construction Documents Phase. ARCHITECT shall require the attendance of: A/E consultants as deemed appropriate, AUTHORITY Project Manager, User Group representative(s), Utility representatives as applicable, and others as may be necessary.
- B.2.5 Based upon the AUTHORITY'S approval of the Preliminary Design Documents, and any adjustments in the PROJECT requirements or budget, the ARCHITECT shall prepare Design Development Documents (may be referred to as 65% documents) for the AUTHORITY'S approval.
- B.2.6 Surveys and Geotechnical Services
- B.2.6.1 The ARCHITECT shall provide **surveys** to describe physical characteristics, legal limitations and utility locations for the site of the PROJECT, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.
- B.2.6.2 The ARCHITECT shall provide services of **geotechnical** engineers, which may include but are not limited to test boring, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- B.2.7 The Design Development Documents shall illustrate and describe the development of the approved Preliminary Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the PROJECT elements and systems, and such other features as may be appropriate. The Design Development Documents shall include specifications that identify materials and systems to be incorporated into the Work.
- B.2.8 The ARCHITECT shall update the Estimate of the Cost of the Work.

B.2.9 The ARCHITECT shall submit the Design Development documents to the AUTHORITY, advise of any adjustments to the Estimate of the Cost of the Work, and request the AUTHORITY'S approval. The submittal documents shall be identified as "65% Design Development Documents".

B.2.9.1 Furnish ten (10) sets of Design Development Documents. Drawings in 11" x 17" format on bond paper. Specifications and other documents in 8.5" x 11" format on bond paper. The Documents shall be submitted to the AUTHORITY in accordance with the Project Schedule.

B.3 CONSTRUCTION DOCUMENTS:

B.3.1 Based on the AUTHORITY'S approval of the Design Development documents, including modifications, comments and corrections as directed, and on the AUTHORITY'S authorization of any adjustments in the PROJECT requirements and budget for the Cost of the Work, the ARCHITECT shall prepare Construction Documents for the AUTHORITY'S approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

B.3.1.1 Drawings: Drawings shall follow, AUTHORITY of Tulsa Standards and in general, the National CAD Standard for set and sheet organization. The Drawing set shall include:

- Cover Sheet
- Summary of Pay Items Schedule
- Civil Drawings
- Demolition Plans
- Structural Drawings
- Architectural Drawings
- Building Plans
- Roof Insulation Layout Plans
- Elevations
- Sections
- Details, Schedules, Diagrams
- Interiors Drawings
- Equipment
- Fire Protection
- Plumbing
- Mechanical
- Electrical

B.3.1.2 Project Manual: The Specifications shall consist of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. The Specifications will include bidding requirements, proposal forms,

Conditions of the Contract for Construction and other forms as the AUTHORITY may stipulate.

Specifications shall be organized into "three-part" formatted Sections, conforming to CSI MasterFormat (2012 edition). [The Project Manual shall also include an Appendix of color photos to illustrate existing conditions and Work to be done in certain areas when photos are necessary.]

B.3.2 The ARCHITECT shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the PROJECT.

B.3.2.1 The ARCHITECT shall initiate and attend Code Compliance Process (CCP) Pre-Development meetings as necessary to ensure comprehensive code compliance prior to Bidding Services Phase.

B.3.3 During the development of the Construction Documents the ARCHITECT shall assist the AUTHORITY in the development of bidding information and preparation of bidding and proposal forms.

B.3.4 The ARCHITECT shall update the Estimate of the Cost of the Work and advise the AUTHORITY of any adjustments to the estimate of the Cost of the Work.

B.3.5 The ARCHITECT shall, after having first performed QA/QC review, submit the Construction Documents to the AUTHORITY and request the AUTHORITY'S approval. Construction Documents shall be submitted to the AUTHORITY three or more times for inter-departmental review and final approval. The submittals shall be identified as: 95% Construction Documents, Pre-Mylar 100% Construction Documents, and Final Mylar Construction Documents. The ARCHITECT shall respond to AUTHORITY review of each submittal by incorporating AUTHORITY comments, additions, deletions, and corrections to the Documents.

B.3.5.1 For 95% CD's furnish ten (10) sets of documents. Drawings: one (1) set in 22" x 34" size and nine (9) sets in 11" x 17" format on bond paper. Specifications and other documents, ten (10) sets in 8.5" x 11" format on bond paper, bound. The Documents shall be submitted to the AUTHORITY in accordance with the Project Schedule.

B.3.5.2 For Pre-Mylar 100% CD's furnish four (4) sets of documents. Drawings: Four (4) sets in 22" x 34" size on bond paper, bound. Specifications and other documents, one (1) set in 8.5" x 11" format on bond paper, unbound. The Documents shall be submitted to the AUTHORITY in accordance with the Project Schedule.

B.3.5.3 For Final Mylar CD's furnish one (1) set of documents. Final Mylar CD's and Specifications shall be signed and sealed by the Professional(s) of Record.

Drawings: 1 set in 22" x 34" size, on Mylar.

Project Manual: 1 set in 8.5" x 11" format on bond paper, bound.

The Documents shall be submitted to the AUTHORITY in accordance with the Project Schedule.

B.3.6 Final Mylar CD's will be routed to AUTHORITY management for final approvals. ARCHITECT may be required to make further corrections as necessary.

B.4 BIDDING SERVICES:

B.4.1 Following the AUTHORITY'S approval of the Construction Documents, the ARCHITECT shall assist the AUTHORITY in obtaining competitive bids; confirming responsiveness of bids, and determining the successful bid.

B.4.2 The ARCHITECT shall assist the AUTHORITY in bidding the PROJECT by:

B.4.2.1 Procuring the reproduction of Bidding Documents for distribution to Bidders. The AUTHORITY will distribute Bidding Documents to prospective bidders. Bidding Documents shall be submitted in type, format and quantities as AUTHORITY Contracts Administration Department specifies at the time of Bidding Services, typically as follows:

- Drawings: 5 full size (22 x 34 inch) sets and 15 half-size (11 x 17 inch) sets, on bond paper, staple bound.
- Project Manual: 20 sets (8.5 x 11) on bond paper, comb bound, with color covers.
- Project Manual: 1 set (8.5 x 11) on bond paper, loose.
- Updated ARCHITECT'S Estimate of the Cost of the Work, on bond paper and an electronic spreadsheet in Excel.
- Compact Disk: One complete set of documents saved in CD in PDF format.

B.4.2.2 Attending a pre-bid conference with AUTHORITY staff and Bidders to present PROJECT requirements and answer PROJECT related questions and attending a site visit with AUTHORITY staff and interested Bidders.

B.4.2.3 Preparing responses to questions from Bidders and providing clarifications and interpretations of the Construction Documents to all bidders in the form of Addenda. Addenda shall be submitted to AUTHORITY Construction Administration and Project Manager as scheduled, for distribution to Bidders.

B.4.2.4 Two days (no less than 48 hours) prior to bid opening, the ARCHITECT shall submit final Estimate of the Cost of the Work in a sealed envelope to the AUTHORITY Project Manager.

B.4.2.5 Attending the bid opening and subsequently documenting the bidding results, by preparing and submitting to the AUTHORITY a tabulation of the bid proposals received with a letter of recommendation for award of construction contract. Bid tab and letter of recommendation shall be submitted by the end of business on the first Tuesday following the bid opening.

B.5 CONSTRUCTION SERVICES:

B.5.1 The ARCHITECT shall advise and consult with the AUTHORITY during the Construction Phase. The ARCHITECT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- B.5.2 The ARCHITECT shall provide Special Inspections for the PROJECT, as identified in, and in accordance with Chapter 17, Structural Tests and Special Inspections, of the 2015 International Building Code.
- B.5.3 The ARCHITECT shall attend a pre-construction conference with AUTHORITY staff and Contractor to present "Conformed Drawings" and answer PROJECT related questions. "Conformed Drawings" shall consist of updated Mylars and twelve (12) half-size (11"x17") formatted sets of drawings, on bond paper, with Addenda and other Modifications incorporated into the sets, with the words "Conformed Drawings" clearly marked on each Drawing sheet.
- B.5.4 The ARCHITECT shall respond to "Requests for Information/Interpretation" (RFI's) as submitted by the Contractor and the AUTHORITY during construction.
- B.5.5 The ARCHITECT shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the AUTHORITY or Contractor. Interpretations and decisions of the ARCHITECT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.
- B.5.6 The ARCHITECT shall visit the site weekly or at additional intervals appropriate to the stage of construction, or as otherwise required to become generally familiar with the progress and quality of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of site visits, the ARCHITECT shall keep the AUTHORITY reasonably informed about the progress and quality of the portion of the Work completed, and report to the AUTHORITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
- B.5.7 The ARCHITECT shall attend monthly construction progress meetings.
- B.5.8 The ARCHITECT shall prepare reports from construction observation visits and construction progress meetings, and distribute reports to the AUTHORITY and to the Contractor.
- B.5.9 The ARCHITECT shall review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B.5.10 The ARCHITECT shall review Change Orders for the AUTHORITY'S approval and execution in accordance with the Contract Documents. The ARCHITECT shall submit to the AUTHORITY reason(s) for the Change Order and recommendations, including detailed backup information and necessary drawings to resolve actual field conditions encountered.
- B.5.11 The ARCHITECT shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion. The ARCHITECT shall prepare and submit to AUTHORITY a list of Work (Punch List) to be completed or corrected prior to making recommendation for final payment to the AUTHORITY. The ARCHITECT shall attend Final Inspection walk-through to confirm all "punch list" Work has been completed and submit report to AUTHORITY.
- B.5.12 The ARCHITECT shall prepare for the AUTHORITY "Record Drawings" on original mylars showing changes made during the construction process based on marked-up prints, drawings and other data furnished by the Contractor to

AUTHORITY, such information being required of the Contractor in the construction Contract Documents. The ARCHITECT shall submit one (1) set Record Drawings on the original mylars and on CD in Adobe Acrobat PDF and CAD (AutoCAD) formats. AutoCAD files to be bound. The same shall be done for the Specifications.

B.5.13 ARCHITECT agrees to provide these services for a period of time equal to the time necessary for construction of [the] [each] PROJECT.

B.6 ADDITIONAL SERVICES: None.

END OF ATTACHMENT "B"

AGREEMENT
FOR
PROFESSIONAL [ARCHITECTURAL][ENGINEERING] SERVICES

HAIKEY CREEK MAINTENANCE BUILDING
PROJECT NO. ES 2016-03

RESPONSIBILITIES OF THE AUTHORITY
ATTACHMENT "C"

- C. RESPONSIBILITIES OF THE [CITY][AUTHORITY]: The [CITY][AUTHORITY] agrees:
- C.1 Project Budget: The AUTHORITY shall establish and periodically update an overall Project budget, which shall include the Construction Cost, the AUTHORITY'S other costs and reasonable contingencies related to all of these costs. The AUTHORITY shall not significantly increase or decrease the overall budget without the agreement of the ARCHITECT to a corresponding change in the Project scope and quality.
- C.2 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ARCHITECT:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the AUTHORITY which may be useful in the PROJECT.
- C.1.2 Standard drawings and standard specifications.
- C.3 Access. To provide access to public and private property when required in performance of ARCHITECT'S services.
- C.4 Staff Assistance. To furnish the services of at least one of AUTHORITY'S employees or staff who has right of entry to, and who has knowledge of, AUTHORITY'S facilities relating to this PROJECT.
- C.3.1 To furnish legal assistance as required in the preparation, review and approval of construction documents.
- C.3.2 To furnish staff assistance in locating existing utilities and in expediting their relocation.
- C.5 Review: To Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ARCHITECT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT.
- C.6 Record Drawings: Provide to the ARCHITECT the construction information required to prepare record drawings at the conclusion of construction.

END OF ATTACHMENT "C"

AGREEMENT
FOR
PROFESSIONAL [ARCHITECTURAL][ENGINEERING] SERVICES

HAIKEY CREEK MAINTENANCE BUILDING
PROJECT NO. ES 2016-03

COMPENSATION
ATTACHMENT "D"

D. COMPENSATION: The [CITY][AUTHORITY] agrees to pay, as compensation for services set forth in this Agreement, the following fees, payable monthly as each Phase of the work progresses, and within 30 calendar days of receipt of invoice. [ARCHITECT][ENGINEER] shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing (See Exhibit 3 – Project Fee Schedule). Invoices shall be accompanied by such documentation as the [CITY][AUTHORITY] may require in substantiation of the amount billed.

D.1 TOTAL COMPENSATION:

- D.1.1 For the work under Section B.1, PRE-DESIGN SERVICES, per Attachment B, [not to exceed [_____] & xx/100] Dollars (\$_____.00). [NOT USED.]
- D.1.2 For the work under Section B.2, DESIGN SERVICES, per Attachment B, not to exceed [_____] & xx/100] Dollars (\$_____.00).
- D.1.3 For the work under Section B.3, CONSTRUCTION DOCUMENTS, per Attachment B, an amount not to exceed [_____] & xx/100] Dollars (\$_____.00).
- D.1.4 For the work under Section B.4, BIDDING SERVICES, per Attachment B, an amount not to exceed [_____] & xx/100] Dollars (\$_____.00).
- D.1.5 For the work as outlined under Section B.5, CONSTRUCTION SERVICES, per Attachment B, an amount not to exceed [_____] & xx/100] Dollars (\$_____.00).
- D.1.6 TOTAL COMPENSATION: For the work under Sections B.1, B.2, B.3, B.4 and B.5 the maximum billing shall not exceed [_____] & xx/100] Dollars (\$_____.00).

D.2 COMPENSATION FOR LABOR COSTS, OVERHEAD COSTS, PROFIT, SUBCONSULTANTS AND SUBCONTRACTORS:

- D.2.1 Labor Costs: Labor Costs shall mean actual hourly rates personnel assigned to the PROJECT based upon percentage of the work completed at the time of billing.
- D.2.2 Overhead Costs: Overhead costs shall mean a percentage applied to Labor Costs. Overhead Cost shall be calculated as [_____] % of raw labor costs.

- D.2.3 Profit: Profit shall mean a percentage of the combined total of Labor Costs and Overhead Costs. Profit shall be calculated as 10% of the combined total of Labor costs and Overhead costs.
- D.2.4 Sub-consultants and Subcontractors: Services of sub-consultants and other subcontractors shall be compensated based upon the percentage of the work completed at the time of billing. Compensation includes actual cost plus 5%.
- D.3 Other ARCHITECTURAL Services: Other ARCHITECTURAL services not included in the foregoing, when authorized in writing by the AUTHORITY as part of an executed Amendment to this Agreement, shall be paid in accordance with the terms of such amendment.
- D.4 Travel and Subsistence Reimbursement: Travel and subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA rates. Local travel will not be reimbursed.
- D.5 Reproduction Reimbursement: Reproduction shall be reimbursed at actual cost, not to exceed budgeted amount and will not include payment of any markup, profit or overhead to ARCHITECT.
- D.6 Terminated Services: If this AGREEMENT is terminated, ARCHITECT shall be paid for services performed to the effective date of termination.
- D.7 Special Services Allowance: At the sole discretion of AUTHORITY, a Special Services Allowance for potholing, abstract (real estate) research, and/or permit/review fees may be provided by AUTHORITY. Any such allowance will be for the direct cost of the Special Services, not to exceed the budgeted amount and will not include payment of any markup, profit or overhead to ARCHITECT.

END OF ATTACHMENT "D"

AFFIDAVIT OF CLAIMANT

STATE OF [OKLAHOMA][_____])

CONTRACT #: _____

)SS.

COUNTY OF [TULSA][_____])

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the [CITY of Tulsa][Tulsa Metropolitan Utility Authority] will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the [CITY][AUTHORITY] of Tulsa or of any public trust where the [CITY][AUTHORITY] of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company:

CHASE FETTERS HEWITT ARCHITECTSTIN: 73-1303598

Remit to

Address: 4520 S. HARVARD AVE., STE.180City, State TULSA, OKLAHOMAZIP: 74135-2916Phone: 918-747-8225

Signature: _____

Title: PARTNER

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My commission expires:

Commission Number:_____
THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEEMENT

INTEREST AFFIDAVIT

STATE OF [OKLAHOMA][_____])

)SS.

COUNTY OF [TULSA][_____])

I, Michael R. Chase, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ("Services Provider") to submit the attached Agreement. Affiant further states that no officer or employee of the [CITY of Tulsa][Tulsa Metropolitan Utility Authority] either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the [CITY of Tulsa][Tulsa Metropolitan Utility Authority] own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

By: _____

Signature

Title: Partner

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized.

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF [OKLAHOMA][_____])

)SS.

COUNTY OF [TULSA][_____])

I, Michael R. Chase , of lawful age, being first duly sworn, state that:

(Authorized Agent)

1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ("Services Provider") herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider's direction or control has been a party:
 - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____

Signature

Title: Partner

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized.
