

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
EVENTS PARK ADULT SOFTBALL FIELDS  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. 176037**

**1.0 Professional Consulting Firm:**

- 1.1 Name: Professional Engineering Consultants, P.A.
- 1.2 Telephone No.: 918-664-5400
- 1.3 Address: 4150 S. 100<sup>th</sup> East Ave., Ste. 401  
Tulsa, OK 74146

**2.0 Project Name/Location:** Events Park Adult Softball Fields, Broken Arrow, OK

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services in order to prepare landscape architectural, architectural, civil, structural, mechanical, electrical, and plumbing plans for the design and construction of Events Park Adult Softball Fields in Broken Arrow. These documents shall include, but not be limited to, the following: conceptual site plan(s); construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; construction cost estimate; general conditions, and special conditions.

**4.0 Agreement Summary:**

- 4.1 Agreement Amount: \$ 397,840.00
- 4.2 Agreement Time: 260 calendar days
- 4.3 Estimated Construction Cost: \$ 3,800,000.00

**5.0 Contract Documents and Priority:** The City of Broken Arrow (OWNER), represented by the City Manager, and Professional Engineering Consultants, P.A., (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:** July 3, 2017

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
FOR  
EVENTS PARK ADULT SOFTBALL FIELDS  
PROJECT NO. 176037**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Professional Engineering Consultants, P.A. (CONSULTANT);

**W I T N E S S E T H:**

WHEREAS, OWNER intends to design and construct Events Park Adult Softball Fields (PROJECT) in which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be the 3<sup>rd</sup> day of July, 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 intentional acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, then they shall be borne by each party in proportion to each entity's own negligence.

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**

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

#### **ARTICLE 15 - TERMINATION**

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

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

#### **ARTICLE 16 - DELAY IN PERFORMANCE**

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

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

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

#### **ARTICLE 17 - COMMUNICATIONS**

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

OWNER:	City of Broken Arrow 485 N. Poplar Street Broken Arrow, OK 74012
	Contact: Mr. Roger D. Hughes, P.E. Engineering Division Manager
CONSULTANT:	Professional Engineering Consultants 4150 S 100 <sup>th</sup> East Ave., Ste. 401 Tulsa, OK 74146
	Contact: Nick Staib, RLA Project Landscape Architect

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 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 Contractor as set forth more fully in Paragraph 25.1 above.

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

**OWNER:**

City of Broken Arrow

Approved as to form:

By [Signature]  
Assistant City Attorney

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

Date \_\_\_\_\_

Attest:

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

**CONSULTANT:**

Professional Engineering Consultants, P.A.

By [Signature]  
Joseph P. Surmeier, P.E.

Title \_\_\_\_\_

Secretary/Treasurer

Date 6-15-2017

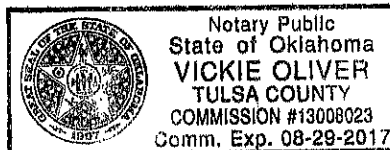
**VERIFICATIONS** (If not a corporation)

State of Oklahoma    )  
                                  ) §  
County of Tulsa        )

Before me, a Notary Public, on this 15<sup>th</sup> day of June, 2017, personally appeared Joseph P. Surmeier, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: \_\_\_\_\_ of Professional Engineering Consultants, P.A., 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:

08-29-2017  
[Signature]  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS P.A. (CONSULTANT)  
FOR  
EVENTS PARK ADULT SOFTBALL FIELDS  
PROJECT NO. 176037**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated 3<sup>rd</sup> day of July, 2017.

**1.0 PROJECT UNDERSTANDING**

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of Events Park Adult Softball Fields at Broken Arrow Events Park located at 4000 E. New Orleans Street, Broken Arrow, OK 74014, limited to, the following: conceptual site plan design(s); 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.
- 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 (\$3,800,000.00) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

**2.0 PROJECT SCOPE**

- 2.1 Project Description- This project includes six (6) adult softball fields, one (1) adaptive use sports field, conditioned concession space (room to seat 20-25 people), possible food truck plaza, all fields will be lighted, maintenance building, adequate parking, irrigation, sun protection for fans, tournament office, umpire area, social area, score boards, possible playground, and possible basketball court. This will be located within the existing Events Park on approximately 40 acres, on a site to be determined.
- 2.2 CONSULTANT will provide Geotechnical Report (soils report) and survey on the selected site, as outlined in section 3.0 Scope of Services.
- 2.3 Fire protection sprinkler system and Fire alarm system are included in design.
- 2.4 It is assumed the existing water and sewer services are adequate for the new center.
- 2.5 Phase I and II Environmental Assessments are excluded.
- 2.6 Design/ Engineering of under field heating and or cooling systems is excluded from design.
- 2.7 Costs of Permits and Fees are excluded.
- 2.8 Stream/ waterway survey, determinations and or regulatory delineations are excluded.
- 2.9 Wetland survey, determinations and or regulator delineations are excluded.
- 2.10 Updates to the Events Park Master Plan is excluded.



- 2.11 CONSULTANT will provide Landscape Architectural, Architectural, Civil, Mechanical, Structural, & Electrical Drawings and Specifications signed/sealed/dated for permitting and construction.

### **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 PRELIMINARY 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 Working from the best available information, perform feasibility study (Site Fit Plan) to locate the complex on an adjacent 40 acres as identified by City staff. This will include six (6) softball fields, identified amenities, and an adaptive use field.
  - 3.2.2 Perform up to two (2) preliminary alternative conceptual site plans for the property.
  - 3.2.3 After selection of a site, develop a conceptual site plan drawing, referred to as the final site plan. This plan will show items such as the complex layout including number and sizes of fields, conceptual layout/ floor plans of restrooms/ concession building and maintenance building on site; parking and vehicular circulation; pedestrian walkways, plazas and pedestrian flow; site circulation; layout for youth play areas, picnic facilities, walkways and events plaza, hardscape, and all player and visitor amenities.
  - 3.2.4 Upon approval of the final site plan, develop preliminary plans further refining the size and character of the entire project including materials and finishes. Project phasing and potential bidding alternates will be explored as necessary to fit the projects construction budget.
  - 3.2.5 Complete preliminary cost estimate based on the final site plan design.
  - 3.2.6 Submit Site Plan and application to Development Services for review.
  - 3.2.7 Review and perform a high level storm water management plan and determine volumes for the selected site.
  - 3.2.8 Perform preliminary review of Mechanical, Electrical, Plumbing, and Structural requirements to help develop opinion of cost.
  - 3.2.9 Prepare phasing plan with opinion of cost to determine the scope that will be completed within the FINAL DESIGN PHASE.
  - 3.2.10 Develop Preliminary Technical/ Special Specifications.
  - 3.2.11 Submit seven (7) bound sets of 1/2 size prints and one (1) electronic

pdf of the preliminary plans.

3.2.12 Consultants Sub Consultant will provide two (2) site visits during this phase.

3.3 FINAL DESIGN PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Conduct a field survey of the selected site, including topographical, and aerial surveys, as necessary, for design of the project.

3.3.2 Conduct all necessary geotechnical investigations including not more than ten (10) Standard Penetration Test (SPT) Borings, not more than six (6) exploratory borings to an estimated depth of thirty (30) feet shall be performed near the locations of the proposed field lighting, and Five (5) SPT borings will be performed within the proposed roadway and extend to depths ranging from five (5) to ten (10) feet below existing site grade.

3.3.3 Conduct all necessary design functions required to complete the final design phase of the project.

3.3.4 Prepare and complete final design.

3.3.5 Prepare detailed construction plans in conformance with appropriate drafting standards. This will include information necessary for the layout and construction of all improvements identified in the phase one construction plans.

3.3.6 Prepare final quantity estimates.

3.3.7 Prepare final cost estimates with a 10% contingency.

3.3.8 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.

3.3.9 Prepare contract proposals in units compatible with City of Broken Arrow specifications.

3.3.10 Submit seven (7) bound sets of 1/2 size prints and one (1) electronic pdf of final construction plans and seven (7) sets of final contract bid documents to the Owner for distribution and review.

3.3.11 Prepare Storm Water Pollution Prevention Plan report. Submit seven (2) copies and one (1) electronic pdf of the draft SWP3 report.

3.3.12 Incorporate final review comments and furnish two (2) completed signed/sealed SWP3 report and one (1) electronic pdf.

3.3.13 Submit final plans and specifications and building permit application to Development Services One Stop Shop for plan review and permit approval.

3.3.14 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings and electronic media (AutoCAD 2013 or newer version and pdf format), one (1) master set of final specifications on electronic media (pdf format and Microsoft Word) and paper, and engineer's construction estimate in Excel spreadsheet format.

3.4 BID ASSISTANCE PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 Assist the Owner, as requested, in advertising the Project for bids for construction.

3.4.2 Conduct a pre-bid conference, if requested by Owner.

3.4.3 Serve as the technical question point of contact during bidding and if

- required, draft any necessary addenda to clarify Contract Documents.
- 3.4.4 Prepare bid tabulation, if requested, and provide recommendation for award.
- 3.5 CONSTRUCTION SERVICES PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
  - 3.5.1 Attend a pre-construction conference with the OWNER and Contractor.
  - 3.5.2 When requested by the OWNER, review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data pursuant to the General Conditions of the Construction Contract.
  - 3.5.3 Interpret the intent of the plans and specifications for the OWNER and the Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an additional service.
- 3.6 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:
  - 3.6.1 Incorporate changes into the drawings and produce Record Drawings.
  - 3.6.2 Submit one (1) set of record drawings on reproducible media.
  - 3.6.3 Submit record drawings on electronic media (AutoCAD 2013 or newer version and a pdf file).
  - 3.6.4 Submit any revisions to the Design Manual caused by construction changes.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)  
FOR  
EVENTS PARK ADULT SOFTBALL FIELDS  
PROJECT NO. 176037**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 3<sup>rd</sup> day of July, 2017.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
  - 4.1 HVAC loading and system sizing and comparison calculations.
  - 4.2 Electrical system calculations.
  - 4.3 Plumbing system calculations.
  - 4.4 Structural engineering and architectural design calculations
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

**ATTACHMENT C  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS P.A. (CONSULTANT)  
FOR  
EVENTS PARK ADULT SOFTBALL FIELDS,  
PROJECT NO. 176037**

**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 3<sup>rd</sup> day of July, 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.

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)  
FOR  
EVENTS PARK ADULT SOFTBALL FIELDS,  
PROJECT NO. 176037**

**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 3<sup>rd</sup> day of July, 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 Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 138,810.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$240,050.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Construction Services Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$18,980.00 for the completion of the Construction Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 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 Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2017 for architectural / engineering services.

**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 mileage 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 E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)  
FOR  
EVENTS PARK ADULT SOFTBALL FIELDS,  
PROJECT NO. 176037**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the 3<sup>rd</sup> day of July, 2017.

**1.0 PRELIMINARY DESIGN PHASE:**

- 1.1 Notice to Proceed: July 6, 2017
- 1.2 Feasibility Study (Site Fit Plan): July 6– August 9, 2017
- 1.3 Prepare Preliminary Plans: August 10 – October 5, 2017
- 1.4 Submit Preliminary Plans: October 6, 2017
- 1.5 Owner Review: October 6 – October 20, 2017

**2.0 FINAL DESIGN PHASE:**

- 2.1 Notice to Proceed: October 23, 2017
- 2.2 Complete Survey/ Geotech on selected Site: October 23- November 20, 2017
- 2.3 Prepare final plans and specifications (90%): November 20, 2017 – January 4, 2018
- 2.4 Prepare final cost estimate: November 20 – January 4, 2018
- 2.5 Submit final (90%) plans and specifications: January 5, 2018
- 2.6 Owner Review: January 5 – January 19, 2018
- 2.7 Prepare bid documents (plans and specifications): January 20 – March 6, 2018
- 2.8 Submit bid documents: March 7, 2018

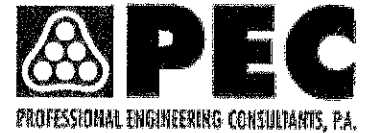
**3.0 RECORD DRAWINGS:** To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.



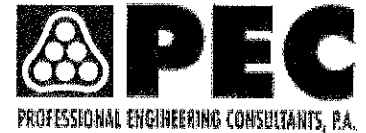
**APPENDIX 1**

**PEC 2017 HOURLY RATE SCHEDULE**

**2017 RATE SCHEDULE\*\*  
ATTACHMENT A**



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 4	\$155.00
Principal Engineer 3	\$150.00
Principal Engineer 2	\$145.00
Principal Engineer 1	\$140.00
Project Manager 4	\$160.00
Project Manager 3	\$155.00
Project Manager 2	\$145.00
Project Manager 1	\$135.00
Project Engineer 4	\$125.00
Project Engineer 3	\$115.00
Project Engineer 2	\$105.00
Project Engineer 1	\$100.00
Design Engineer 2	\$95.00
Design Engineer 1	\$85.00
Landscape Arch. 2	\$125.00
Landscape Arch. 1	\$95.00
Land Use Planner 2	\$120.00
Land Use Planner 1	\$100.00
Airport Planner	\$140.00
Design Technician Supervisor 4	\$130.00
Design Technician Supervisor 3	\$120.00
Design Technician Supervisor 2	\$110.00
Design Technician Supervisor 1	\$90.00
Design Technician 4	\$110.00
Design Technician 3	\$100.00
Design Technician 2	\$80.00
Design Technician 1	\$65.00
Production Assistant	\$70.00
Commissioning Agent 2	\$140.00
Commissioning Agent 1	\$125.00
Balance Technician Supervisor	\$95.00
Balance Technician 2	\$90.00
Balance Technician 1	\$65.00
Land Surveyor	\$110.00
Party Chief	\$85.00
Survey Technician	\$65.00
Field Engineer	\$155.00
Inspector	\$95.00
Lab Technician	\$65.00
Administrative Assistant Supervisor	\$75.00
Administrative Assistant	\$60.00
Computer Programmer	\$95.00
Technical Writer	\$85.00
Public Relations	\$95.00
Computer/CAD	\$18.00
Infrared Camera	\$50.00
Structural Testing Equipment	\$50.00
*Premium time for all non-salaried personnel	1.5 multiplier



**REIMBURSABLES:**

Outside Consultants.....	Cost plus 10%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Vehicle Mileage.....	\$0.53/Mile
ATV.....	\$20.00/Hour
GPS.....	\$50.00/Hour
3D Laser Scanner.....	\$150.00/Hour
Robotic Total Station.....	\$50.00/Hour
Car Rental and Fuel.....	Cost
Per Diem.....	\$35.00/Day
Telephone (Long Distance).....	No Charge
Postage (Regular Mail).....	No Charge
Deliveries and Overnight Mail.....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost
Filing Fees.....	Cost
Concrete Testing Equipment.....	\$2.67/Each
Nuclear Gauge Equipment.....	\$11.57/Each
Plastic Cylinder Molds.....	\$1.05/Each

**\*\*The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.**