

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
FACILITY GENERATOR INVESTIGATION & DESIGN
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. _____**

1.0 Professional Consulting Firm:

1.1 Name: EDA + FKI Engineers PC
1.2 Telephone No.: 918-285-6890
1.3 Address: 10810 E. 45th St Suite 201
Tulsa, OK 74146

2.0 Project Name/Location: Facility Generator Investigation and Design, for the Operations Building, Streets and Stormwater Building, and the Administration & Training Building at the Police and Fire Training Facility.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to investigate and report on the current generators located at the Police and Fire Training Facility and the Streets and Stormwater Building, and to prepare construction documents for a generator at the Operations Building. The reports shall contain observations, photos, calculations, conclusions and recommendations. The design plans shall include plan sheets, details, notes and specifications for generator design and installation.

4.0 Agreement Summary:

4.1 Operations Building (Generator Design)	\$ 8,500.00
Streets & Storm Building (Investigation & Report)	\$ 3,500.00
Police & Fire Training Facility (Investigation & Report)	\$ 3,500.00
TOTAL AGREEMENT AMOUNT	\$15,500.00

4.2 Agreement Time: 28 days

4.3 Estimated Construction Cost: \$ TBD

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

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

6.0 Agreement Approved by the Owner on: 8-27-19

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
EDA + FKI ENGINEERS PC.
FOR
FACILITY GENERATOR INVESTIGATION & DESIGN
PROJECT NO. _____**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and EDA + FKI Engineers PC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to investigate and report (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required, to investigate and report of the existing generators at the Police & Fire Training Facility and the Streets & Stormwater Building and design of a generator system at the Operations Building.

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 27 day of August, 2019.

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 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 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 - 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 Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the 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 Contract; and
- 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities,

suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, 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, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow 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.

ARTICLE 25 - 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: EDA + FKI Engineers PC
10810 E. 45th St Suite 201
Tulsa, OK 74146
Contact Name: Mr. Cy Nowkhah

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

OWNER:

City of Broken Arrow, a Municipal Corporation
 Approved as to form:

By [Signature] 8/20/19
 Assistant City Attorney

By [Signature]
 Michael L. Spurgeon, City Manager

Date 8/20/19

Attest:



for By [Signature] Deputy
 Curtis Green, City Clerk

Date Aug. 27, 2019

CONSULTANT:

EDA + FKI Engineers PC

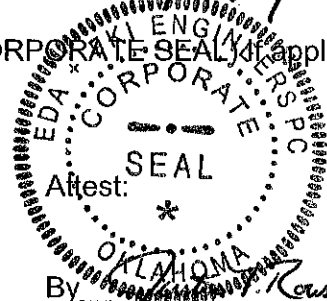
By [Signature]

Printed Ryan Grogg

Office Held President

Date 8/14/19

(CORPORATE SEAL) if applicable



Attest: [Signature]
 By [Signature]

Date 8/14/19

VERIFICATION

State of Oklahoma)
) §
 County of Tulsa)

Before me, a Notary Public, on this 14th day of August, 2019,
 personally appeared Ryan Grogg, known to be to be the (President,
Vice-President) Corporate Officer, Member, or Other: Justin Roush of EDA +
 FKI Engineers PC, 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:

07/07/2021

[Signature]
 Notary Public



ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
EDA + FKI ENGINEERS PC.
FOR
FACILITY GENERATOR INVESTIGATION & DESIGN
PROJECT NO. _____

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 27 day of August, 2019.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to investigate and report on the current generators located at the **Streets and Stormwater Building** located at 2302 S. 1st Place, Broken Arrow, OK. The reports shall contain observations, photos, calculations, conclusions and recommendations.
- 1.2 CONSULTANT understands that the OWNER has retained their professional services in order to investigate and report on the current generators located at the **Police and Fire Training Facility** located at 4205 E Omaha Street, Broken Arrow, OK. The reports shall contain observations, photos, calculations, conclusions and recommendations.
- 1.2 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for a new generator at the **Operations Building** located at 485 N. Poplar Ave, Broken Arrow, OK. The design plans shall include plan sheets, details, notes and specifications for generator design and installation.
- 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.

2.0 PROJECT SCOPE

- 2.1 The CONSULTANT will investigate and report on the current generator system at the **Streets and Stormwater Building**. The investigation will include the existing generator condition and capacity, the electrical distribution system to determine which loads are connected to the generator and estimated loading on the generator. The report will include but not limited to photos, findings, calculations, conclusions and recommendations. The CONSULTANT will meet with the OWNER to discuss their investigation

findings and recommendations.

- 2.2 The CONSULTANT will investigate and report on the current generator system at the **Police and Fire Training Facility**. The investigation will include the existing generator condition and capacity, the electrical distribution system to determine which loads are connected to the generator and estimated loading on the generator. The report will include but not limited to photos, findings, calculations, conclusions and recommendations. The CONSULTANT will meet with the OWNER to discuss their investigation findings and recommendations.
- 2.3 The CONSULTANT will prepare construction documents and design of a new generator system for the **Operations Building** located at 485 N. Poplar Ave, Broken Arrow, OK. The construction documents will include all plans, details and specifications necessary to properly convey project intent to contractors bidding on this project.
- 2.4 Assistance during bidding, including the review of substitution requests, answering questions and preparing addenda is included in this agreement on a lump sum basis as directed by the OWNER.
- 2.5 Assistance during construction, including the review of construction submittals and response to RFIs is included in this agreement on a lump sum basis as directed by the OWNER.

3.0 SCOPE OF SERVICES

- 3.1 **Streets and Stormwater Building:** 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 Perform site visit to inspect the current generator system.
 - 3.1.4 Prepare a Report with findings, calculations, conclusions and recommendations.
 - 3.1.5 Meet with the Owner to discuss Report.
- 3.2 **Police and Fire Training Facility:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.2.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.2.2 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.

3.2.3 Preform site visit to inspect the current generator system.

3.2.4 Prepare a Report with findings, calculations, conclusions and recommendations.

3.2.5 Meet with the Owner to discuss Report.

3.3 **Operations Building:** 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 **SITE INVESTIGATION PHASE:** The CONSULTANT shall preform a site investigation to determine the location, detailing, loads and other requirements for a generator to serve this facility.

3.3.2 **PRELIMINARY DESIGN PHASE:** The CONSULTANT will prepare preliminary plans and specifications for a generator system, prepare a cost estimate, and submit five (5) 11"x17" paper copies and one (1) PDF copy of the preliminary design and cost estimate for review by the OWNER.

3.3.3 **BID DOCUMENTS PHASE:** The CONSULTANT will prepare Bid Document plans and specifications for a generator system, prepare a final cost estimate, and furnish: one (1) 11x17 title sheet with original seal and signatures (high quality), one (1) Table of Contents (for specs) with original seal and signatures (high quality scan), A digital copy in Word format and PDF of any specifications (NO HARDCOPY), a finalized construction estimate in EXCEL format, a paragraph description of the project including location and number of calendar days of construction in WORD format, PDF format of plans created from AutoCAD drawings and AutoCAD .dwg files of all drawings.

3.3.4 **BIDDING/SUBMITTAL REVIEW PHASE:** The CONSULTANT shall provide bidding services including but not limited to attending a pre-bid meeting, answering questions from bidders, answering code official questions and preparing addenda as necessary. In addition, the CONSULTANT shall provide construction services to include submittal review and answering RFI's (Request-For-Information) from contractors.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
EDA + FKI ENGINEERS PC.
FOR
FACILITY GENERATOR INVESTIGATION & DESIGN
PROJECT NO. _____**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 27 day of August, 2019.

- 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 Electrical Engineering calculations and details
 - 4.2 Mechanical Engineering calculations and details
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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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 27 day of August, 2019.

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 **Streets and Stormwater Building:** The OWNER shall pay the CONSULTANT a lump sum amount of \$ 3,500.00 for the completion of this portion of the project. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 **Police and Fire Training Facility:** The OWNER shall pay the CONSULTANT a lump sum amount of \$ 3,500.00 for the completion of this portion of the project. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 **Operations Building:** The OWNER shall pay the CONSULTANT a lump sum amount for each phase of this portion of the project.

1.3.1 **Site Investigation Phase Payment:** The OWNER shall pay the CONSULTANT a lump sum amount of \$1,500.00 for the completion of the Site Investigation Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3.2 **Preliminary Design Phase Payment:** The OWNER shall pay the CONSULTANT a lump sum amount of \$2,000.00 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of final plans to One-Stop along with application for review and building permit.

1.3.3 **Bid Documents Phase Payment:** The OWNER shall pay the CONSULTANT a lump sum amount of \$3,500.00 for the completion of the Bid Documents Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of

final plans to One-Stop along with application for review and building permit.

1.3.4 Bidding/Submittal Review Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$1,500.00 for the completion of the Bidding/Submittal Review 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 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and are as follows:

Engineer Level V	\$175.00	MEP Designer Level III	\$100.00
Engineer Level IV	\$150.00	MEP Designer Level II	\$ 90.00
Engineer Level III	\$140.00	MEP Designer Level I	\$ 80.00
Engineer Level II	\$130.00	Clerical	\$ 65.00
Engineer Level I	\$120.00		

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
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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 27 day of August, 2019.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 OWNER will provide the CONSULTANT access to the job site if requested by the CONSULTANT.

**ATTACHMENT E
TO
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BETWEEN
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PROJECT NO. _____**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 27 day of August, 2019.

1.0 Streets and Stormwater Building

- 1.1 Notice to Proceed: TBD
- 1.2 Site Visit and Investigation: 1 week after NTP
- 1.3 Submit Investigation and Recommendation Report: 2 weeks after NTP
- 1.4 Owner Review: 2 weeks after Report Submittal

2.0 Police and Fire Training Facility

- 2.1 Notice to Proceed: TBD
- 2.2 Site Visit and Investigation: 1 week after NTP
- 2.3 Submit Investigation and Recommendation Report: 2 weeks after NTP
- 2.4 Owner Review: 2 weeks after Report Submittal

3.0 Operations Building

- 3.1 Notice to Proceed: TBD
- 3.2 Site Investigation: 1 week from NTP
- 3.3 Prepare & Submit Preliminary Plans, Specs and Cost Estimate: 3 weeks from NTP
- 3.4 Owner Review: 1 week from Prelim Plan Submittal
- 3.5 Prepare & Submit Bid Documents (plans and specs): 1 week after Owner Review