

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. SW1911 & SW1917**

1.0 Professional Consulting Firm:

- 1.1 Name: Meshek & Associates, LLC
- 1.2 Telephone No.: 918-392-5620
- 1.3 Address: 1437 S. Boulder Ave., Suite 1550, Tulsa, OK 74119

2.0 Project Name/Location: Indian Springs Culvert & Channel Improvements

3.0 Statement of Purpose: This 2018 GO Bond Stormwater project consists of a culvert replacement located at approximately W. Jasper Street (131st Street South) between S. Shadowood Avenue and S. Peach Avenue (SW1911) and channel improvements through Indian Springs Golf Course (SW1917). The project shall also include civil design for the roadway, sanitary sewer, and waterline improvements as required by the culvert replacement.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$54,560.00
- 4.2 Agreement Time: 150 calendar days
- 4.3 Estimated Construction Cost: \$545,440.00

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: _____

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**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC**

**FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Meshek & Associates, LLC, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to finalize drainage design to Indian Springs Culvert & Channel Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

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 (l), 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 Consultant as set forth more fully in Paragraph 24.1 above.

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: Meshek & Associates, LLC
1437 S. Boulder Avenue, Suite 1550
Tulsa, OK 74119
918-392-5620

Contact Name: Chris Duncan, PE, CFM
Associate Principal

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

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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.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Meshek & Associates, LLC

By: _____

Chris Duncan, Assoc. Principal,
Member

Date: 9/13/19

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Date: _____

Attest: _____

Date: _____

Approved as to form:

[Signature]
Assistant City Attorney

9/17/19

VERIFICATION

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 13th day of September, 2019, personally appeared Chris Duncan, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Member) of Meshek & Associates, LLC, 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:

07-09-2022

[Signature]
Notary Public





CONSENT OF THE MEMBERS

The undersigned being all of the members of Meshek & Associates, LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution of all agreements, bid proposals, contracts, affidavits and related documents signed by any partner of Meshek & Associates. The following is a list of partners of Meshek & Associates: Janet Meshek, Brandon Claborn, Michael Couch, Chris Duncan and Ben Fletcher. All are authorized to make decisions and executions to legally bind Meshek & Associates, LLC to agreements. This consent form is dated the 25th day of July, 2019.

A handwritten signature in blue ink that reads "Janet K. Meshek". The signature is written over a horizontal line.

Janet K. Meshek, PE, CFM

A handwritten signature in blue ink that reads "Chris Duncan". The signature is written over a horizontal line.

Chris Duncan, PE, CFM

A handwritten signature in blue ink that reads "Michael Couch". The signature is written over a horizontal line.

Michael Couch, GISP, CFM

A handwritten signature in blue ink that reads "Brandon Claborn". The signature is written over a horizontal line.

Brandon Claborn, PE, CFM

A handwritten signature in blue ink that reads "Ben W. Fletcher". The signature is written over a horizontal line.

Ben Fletcher, PE, LSI

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for culvert improvements along Jasper Street (SW1911) and channel improvements through Indian Springs Golf Course (SW1917). These documents shall include, but not be limited to, the following: 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.

In addition, the CONSULTANT understands that the OWNER has \$ 545,440.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. 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.

Furthermore, CONSULTANT understands: This 2018 GO Bond Stormwater project consists of a culvert replacement located at approximately W. Jasper Street (131st Street South) between S. Shadowood Avenue and S. Peach Avenue (SW1911) and channel improvements through Indian Springs Golf Course (SW1917). The project shall also include civil design for the roadway, sanitary sewer, and waterline improvements as required for the culvert replacement.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design to properly design the culvert replacement under W. Jasper St. which will include roadway improvements and utility relocations, as needed, along with channel improvements to minimize erosion concerns within Indian Springs Golf Course.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Roadway and Culvert Design
- Channel Improvements
- Public Utility Design and Relocations (as required)
- Legal Descriptions for proposed Right-of-Way

3.0 SCOPE OF SERVICES

- 3.1 SURVEY PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.1.1 Research and verify property ownerships and easements.
 - 3.1.2 Contact and locate each privately-owned utility.
 - 3.1.3 Perform survey documenting all driveways; visible utility appurtenance (water and gas valves, manholes, fire hydrants, etc.); sidewalk conditions, locations, and widths; significant pavement deterioration (cracks, potholes, depressions, swelling, etc.); and street material (typical sections, if known). Dye testing and confined space entry will be done as required.
- 3.2 PRELIMINARY DESIGN PHASE: Following the Survey, and upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 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. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
 - 3.2.3 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.
 - 3.2.4 Provide preliminary design for the PROJECT.
 - 3.2.5 Prepare preliminary construction plans for the PROJECT.
 - 3.2.6 Prepare preliminary construction cost estimate.
 - 3.2.7 Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format.
 - 3.2.8 Attend one (1) review meeting with OWNER and project team.
 - 3.2.9 CONSULTANT shall conduct an internal QA/QC review prior to preliminary design plan submittal.
- 3.3 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.3.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.3.2 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

- 3.3.3 Final Field Investigations.
 - 3.3.4 Final detailed design of process, components, structures, appurtenances.
 - 3.3.5 Incorporate comments from OWNER and private utilities and prepare final construction drawings. Drawings shall include, but not limited to:
 - Cover Sheet
 - Pay Quantities & Pay Item/General Notes
 - Roadway quantities
 - Culvert quantities
 - Waterline relocation quantities, if required
 - Sanitary sewer relocation quantities, if required
 - Typical Sections & Details
 - Storm Water Management Plan (SWP3)
 - Drainage Area Map
 - Right-of-Way Map
 - Survey Data Sheet
 - Erosion Control
 - Plan & Profiles
 - Cross Sections
 - 3.3.6 Submit proposed easements and/or permanent right-of-way to OWNER.
 - 3.3.7 Prepare legal descriptions and exhibits.
 - 3.3.8 Prepare contract documents and specifications for one (1) base bid.
 - 3.3.9 Prepare final construction cost estimate.
 - 3.3.10 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 or earlier version), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.
 - 3.3.11 Attend one (1) review meeting with OWNER and project team.
 - 3.3.12 CONSULTANT shall conduct an internal QA/QC review prior to preliminary design plan submittal.
- 3.4 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:
- 3.4.1 Assist in the preparation of bidding documents for the PROJECT.
 - 3.4.2 Attend pre-bid and pre-work meetings.
 - 3.4.3 Review bid and make recommendation.
 - 3.4.4. Provide responses to all Requests for Information and review submittals.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets (AS REQUIRED):

- 1.1 Cover Sheet;
- 1.2 Pay Quantities & Pay Item/General Notes;
- 1.3 Typical Sections and Details;
- 1.4 Storm Water Management Plan (SWP3);
- 1.5 Drainage Area Map;
- 1.6 Right-of-Way;
- 1.7 Survey Data Sheet
- 1.8 Erosion Control
- 1.9 Plan & Profiles
- 1.10 Cross Sections

2.0 RIGHT-OF-WAY / EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way/Easement Plans;
- 2.2 Individual Legal Description Documents for permanent and temporary construction easements;
- 2.3 Individual Easement Detailed Drawing with Existing Easements Shown
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report

3.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Hydrology and Hydraulic Calculations;
- 3.2 Storm Water Management Plan (SWP3)

3.2.1 Report;

- 3.2.2 USACOE prejurisdictional determination, pre-construction notification, and 404 Nationwide permit application will be included in the current contract;
- 3.2.3 Additional environmental services, if required by funding and/or the USACOE, will be a supplemental agreement negotiated as necessary;
- 3.2.4 Owner, Contractor and Engineer's Certifications;
- 3.2.5 Approved Grading/Erosion Control Construction Plans; and
- 3.2.6 Standard Erosion Control Details

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

4.1 Bid Documents:

- 4.1.1 Electronic bid proposal in format provided.
- 4.1.2 Written description of construction project.
- 4.1.3 Construction duration in calendar days.

4.2 Project Conditions:

- 4.2.1 Special Conditions.

4.3 Construction Specifications

5.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

5.1 Drawings:

- 5.1.1 CAD files (AutoCAD Version 18 or earlier) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 5.1.2 Adobe Acrobat (pdf) files of CAD drawings.

5.2 Design Manual:

- 5.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
- 5.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

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 1st day of October, 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 provide access to public and private property when required in performance of CONSULTANT'S services;
- 1.5 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;
- 1.6 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.7 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT D
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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 1st day of October, 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 Task 1. Survey Phase: The OWNER shall pay the CONSULTANT an amount of \$5,050.00 for the Culvert Survey and an amount of \$6,790.00 for the Channel Survey for a lump sum amount of \$11,840.00 for the completion of the Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Preliminary Design Phase: The OWNER shall pay the CONSULTANT an amount of \$11,640.00 for the Culvert Preliminary Design and an amount of \$14,420.00 for the Channel Preliminary Design for a lump sum amount of \$ 26,060.00 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. Final Design Phase: The OWNER shall pay the CONSULTANT an amount of \$5,640.00 for the Culvert Final Design and an amount of \$6,820.00 for the Channel Final Design for a lump sum amount of \$12,460.00 for the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Construction Services: The OWNER shall pay the CONSULTANT an amount of \$1,890.00 for the Culvert Construction Services and an amount of \$2,310.00 for the Channel Construction Services for a lump sum amount of \$4,200.00 for the completion of the Construction Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.5 For the work under this Contract, the total maximum billing by the CONSULTANT shall be \$54,560.00, which amount shall not be exceeded without further authorization by the OWNER.

1. Survey Phase	Compensation
Culvert Survey	\$5,050.00
Channel Survey	\$6,790.00
Survey Subtotal	\$11,840.00
2. Preliminary Design Phase	
Culvert Preliminary Design	\$11,640.00
Channel Preliminary Design	\$14,420.00
Preliminary Design Phase Subtotal	\$26,060.00
3. Final Design Phase	
Culvert Final Design	\$5,640.00
Channel Final Design	\$6,820.00
Final Design Phase Subtotal	\$12,460.00
4. Construction Services Phase	
Culvert Construction Services	\$1,890.00
Channel Construction Services	\$2,310.00
Construction Services Phase Subtotal	\$4,200.00
Total Agreement Amount	\$54,560.00

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2019.

Professional Services

Project Principal II	\$	240/hour
Project Principal I	\$	210/hour
Project Manager	\$	125/hour
Project Engineer	\$	115/hour
Engineer Intern	\$	105/hour
Engineering Technician	\$	70/hour
Design CAD Technician	\$	95/hour
Grant Project Manager	\$	120/hour
Planner II	\$	120/hour
Planner I	\$	95/hour
ROW Project Manager	\$	160/hour
Acquisition/Relocation Agent II	\$	125/hour
Acquisition/Relocation Agent I	\$	115/hour
Real Estate Trainee	\$	90/hour
LiDAR Survey Manager	\$	150/hour
LiDAR Survey Crew	\$	250/hour
LiDAR Data Specialist	\$	125/hour
3 Man Survey Crew	\$	200/hour
2 Man Survey Crew	\$	175/hour
Survey Manager	\$	130/hour
Survey Crew Chief II	\$	125/hour
Survey Crew Chief I	\$	85/hour
Survey Crew Technician	\$	70/hour
Survey CAD Technician	\$	90/hour
GIS Project Principal	\$	175/hour
GIS Project Manager	\$	130/hour
GIS Specialist II	\$	130/hour
GIS Specialist I	\$	105/hour
GIS Analyst	\$	90/hour
GIS Technician	\$	65/hour
GPS Field Technician	\$	60/hour
Contract Administrator	\$	130/hour
Clerical	\$	70/hour

3.0 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.

4.0 ADJUSTMENT CLAUSE

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

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**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 1st day of October, 2019. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule (EXHIBIT 1 – PROJECT SCHEDULE), utilizing the phases and durations provided below.

- | | |
|--|----------------|
| 1.0 SURVEY PHASE: | 15 Days |
| 1.1 Conduct Topographical Surveying: (15 days) | |
| 2.0 PRELIMINARY DESIGN PHASE: | 75 Days |
| 2.1 Prepare & Submit Preliminary (60%) plans and
Cost Estimate for City Review: (65 days) | |
| 2.4 Owner Review: (10 days) | |
| 3.0 FINAL DESIGN PHASE: | 60 Days |
| 3.1 Prepare & Submit final (90%) plans and
Cost Estimate for City Review: (30 days) | |
| 3.2 Owner review: (10 days) | |
| 3.3 Prepare & Submit bid documents (100% plans and
specifications): (20 days) | |
| 4.0 CONSTRUCTION SERVICES PHASE: | TBD |

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PROJECT SCHEDULE									
Indian Springs Culvert & Channel Improvements									
1.0	Survey Phase	M1	M2	M3	M4	M5	M6		
2.0	Preliminary Design Phase								
3.0	Final Design Phase								
4.0	Construction Services Phase								