

AGREEMENT SUMMARY
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST21390

1.0 Professional Consulting Firm:

1.1 Name: McClelland Consulting Engineers, Inc.
1.2 Telephone No.: (918) 619-6803
1.3 Address: 4606 S. Garnett Rd., Suite 401
Tulsa, OK 74146

2.0 Project Name/Location: 37th Street Roadway Widening from Omaha St. to Dearborn St.,
Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of 37th Street roadway widening from Omaha Street to Dearborn Street. This project consists of improvements and widening of 37th Street from Omaha Street to Dearborn Street. The project shall include widening the existing two-lane asphalt roadway to a three-lane section with the addition of shoulders, open ditches, curb & gutter as necessary, sidewalks, miscellaneous storm pipes/sewers as necessary, as well as design of water and sewer line relocations/upgrades as required. Horizontal alignment and vertical roadway profile improvements may be required/included in the design while utilizing existing roadway pavement (mill & overlay) and profile grade in the design as much as possible. Miscellaneous structures, as well as replacement of an existing pedestrian crossing signal adjacent to Liberty Elementary, shall also be included as part of the design project. The project shall also include services for the following: necessary hydraulic and hydrologic calculations for drainage design, identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents and assistance during acquisition, identification of the need for utility relocations, any and all governmental agency coordination/permitting (assuming Nationwide 404 Permit), and the coordination of utility relocations. These documents shall include, but not be limited to, the following: bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1 Agreement Amount:		
Task 1.0 – Land Survey	\$ 39,700.00	(Lump Sum)
Task 2.1 – Planning and Conceptual Design	\$ 84,892.60	(Lump Sum)
Task 2.2 – Environmental Studies	\$ 12,000.00	(Fee NTE)
Task 3.0 – Right-of-Way Design	\$ 14,250.00	(Fee/parcel NTE)
Task 4.0 – Geotechnical Study	\$ 7,216.00	(Lump Sum)
Task 5.0 – Preliminary Design	\$ 75,138.50	(Lump Sum)
Task 6.0 – Final Design	\$ 76,838.00	(Lump Sum)
Task 7.0 – Bidding Assistance	\$ 6,674.40	(Lump Sum)
Task 8.0 – Project Close-Out	\$ 4,614.40	(Lump Sum)
TOTAL AGREEMENT AMOUNT:	\$321,323.90	

4.2 Agreement Time: 300 calendar days

4.3 Estimated Construction Cost: \$ 3,800,000.00

5.0 Agreement Approved by the Owner on: January 5th, 2020

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
McCLELLAND CONSULTING ENGINEERS, INC.
FOR
37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET
PROJECT ST21390**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and McClelland Consulting Engineers, Inc., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to improve 37th Street from Omaha Street to Dearborn Street (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 and comply with this ARTICLE 9:

- (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.

Prior to or upon execution of this AGREEMENT, CONSULTANT shall furnish OWNER certificates of insurance identifying OWNER as an Additional Insured, 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 as an Additional Insured and certificate holder on their certificates 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 Paragraphs 24.1.1, 24.1.2, and 24.1.3 above, with regards to each of the sub-contractor’s employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT’S 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: McClelland Consulting Engineers, Inc.
4606 S. Garnett Rd., Suite 401
Tulsa, OK 74146
(918) 619-6803
Contact Name: David Cross
Branch Manager

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

ARTICLE 26 – ELECTRONIC SIGNATURES

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

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 Spurgeon
City Manager

Date: _____

CONSULTANT:

McClelland Consulting Engineers, Inc.

By: Daniel Joshua Barnes
Daniel Joshua Barnes
President

Date: 12/14/2020

(CORPORATE SEAL, IF APPLICABLE)

Attest:

Curtis Green [Seal]
City Clerk

Date: _____

Attest:

Kevin Beaumont
Kevin David Beaumont
Vice President



Date: 12/14/2020

Approved as to form:

Tanny Ewing 12/14/2020
Assistant City Attorney

VERIFICATION

State of _____)
County of _____) §

Before me, a Notary Public, on this _____ day of _____, 2020, personally appeared _____, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of McClelland Consulting Engineers, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
McCLELLAND CONSULTING ENGINEERS, INC.
FOR
37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET
PROJECT ST21390**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 5th day of January, 2021.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to 37th Street from Omaha Street to Dearborn Street. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 5,300,000.00 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 project consists of improvements and widening of 37th Street from Omaha Street to Dearborn Street. The project shall include widening the existing two-lane asphalt roadway to a three-lane section with the addition of shoulders, open ditches, curb & gutter as necessary, sidewalks, miscellaneous storm pipes/sewers as necessary, as well as design of water and sewer line relocations/upgrades as required. Horizontal alignment and vertical roadway profile improvements may be required/included in the design while utilizing existing roadway pavement (mill & overlay) and profile grade in the design as much as possible. Miscellaneous structures, as well as replacement of an existing pedestrian crossing signal adjacent to Liberty Elementary, shall also be included as part of the design project. The project shall also include services for the following: necessary hydraulic and hydrologic calculations for drainage design, identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents and assistance during acquisition, identification of the need for utility relocations, any and all governmental agency coordination/permitting (assuming Nationwide 404 Permit), and the coordination of utility relocations.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s) as well as structure foundations; perform civil design including water and sewer lines, and grading; perform hydraulics/hydrology necessary to properly design the drainage structures; and perform geometric roadway design. All necessary structural design required for the project including foundation design shall be performed by the CONSULTANT. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Structural (as necessary), Paving, and Miscellaneous Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- Governmental Agency Coordination/Permitting

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, 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.
- 3.1.3 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 for each phase of the project and incorporate appropriate comments into following phase.

3.2 LAND SURVEY: 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 Establish horizontal and vertical control necessary for the design and construction of the project, including the establishment of reference points and benchmarks at the beginning and end of project, as well as interim points along project. PK nails should be set throughout the project at intervals no greater than 500 feet and at offset locations sufficient so as not to be disturbed during

construction. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

- 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
- 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities, within the project boundary, which may be in conflict with the project. Include locations in base survey, along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
- 3.2.4 Determine existing right-of-way and easements.
- 3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.4.
- 3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2018 version preferred) and one (1) PDF file of the final survey.

3.3 PLANNING AND CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 With City input, establish project goals and alignments for streets, storm sewers, sanitary sewers, and water lines as required.
- 3.3.2 Develop conceptual plan, and alternatives as needed, for street and storm water improvements.
- 3.3.3 Develop a conceptual plan for sanitary sewers and water line improvements as required.
- 3.3.4 Evaluate existing drainage system, capacity, and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.
- 3.3.5 A Section 404 Permit from the U.S. Army Corps of Engineers (USACE) Tulsa District is anticipated and shall begin during the Planning and Conceptual Design Phase.
 - Prepare exhibits and hold a pre-consultation meeting with the USACE to determine which type of permit is required of the three (3) types: Nationwide Permits, General Permits (for which standard 401 Certifications have been issued by DEQ), and Individual Permits, which require a separate 401 certification from DEQ. The CITY shall be responsible for the application and all associated fees.
 - Services required for obtaining the individual 404 Permit include:
 - Preparation of application.
 - A jurisdictional waters and wetlands evaluation resulting in a waters and wetlands report.
 - Threatened and Endangered Species Habitat Assessment for coordination with US Fish and Wildlife Service.
 - Swallow assessment.
 - A Section 404 Clean Water Act Permit is required from the US Army Corps of Engineers (USACE) for any projects involving temporary or permanent fill in jurisdictional waters or wetlands.

- A 401 Water Quality Certification is required from Oklahoma Department of Environmental Quality (DEQ) to accompany the 404 Permit.
 - Services for mitigation will be provided under separate Agreement.
- 3.3.7 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
- 3.3.8 Identify “Ultimate” right-of-way required to accommodate construction of project and necessary utility relocation.
- 3.3.9 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred, or earlier version), one (1) PDF file of the Planning & Conceptual design, and planning & conceptual cost estimate using 20% contingency.
- 3.3.10 The Planning and Conceptual Design Phase submittal shall include:
- Land Survey
 - Hydraulic Report
 - Biological Studies Report, Species Assessment (began as needed)
 - Biological Studies Report, Potential and Wetlands Evaluation (began as needed)
 - Cultural Resources Report (began as needed)
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Right-of-Way Map & Data (Existing Right-of-Way)
 - Survey Data Sheets
 - Plan and Profiles (Conceptual)
 - Identify any Public Utility Relocations on P&P
 - Conceptual cross sections
- 3.3.11 Planning & Conceptual Design Review.
- 3.3.12 Attend a meeting with the CITY to review the Conceptual Design Phase submittal and provide meeting minutes.
- 3.4 RIGHT-OF-WAY DESIGN PHASE: Following approval of the Planning and Conceptual Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Prepare “Ultimate”, see Section 6.4.2 of Engineering Design Criteria Manual, right-of-way documents, in both Microsoft Word and PDF formats along with closure reports, based upon the comments received from the conceptual design review and coordination with utility companies.
- 3.4.1.1 Prepare “Ultimate” right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.
- 3.4.1.2 Prepare Right-of-Way map/plan sheet(s).
- 3.4.1.3 Provide acquisition support services.

- 3.4.1.4 Submit, **prior to completion of the preliminary design phase**, three (3) bound sets of ½ size plan sheets and one (1) set of legal instruments, in both Microsoft Word and PDF formats, indicating “Ultimate” right-of-way documents for the project final taking/acquisitions requirements.
- 3.4.2 Provide one time only right-of-way staking services for 15 parcels (**assumed for initial estimating purposes**).
- 3.5 PRELIMINARY DESIGN PHASE: Following approval of the Planning and Concept 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:
- 3.5.1 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.
- 3.5.2 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.
- 3.5.3 Perform preliminary roadway geometric layout and design.
- 3.5.4 Perform preliminary bridge layout and design, as necessary, as well as miscellaneous preliminary structural design.
- 3.5.5 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.
- 3.5.6 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.
- 3.5.7 Conduct pre-final coordination with private and public utility companies.
- 3.5.7.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.
- 3.5.7.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
- 3.5.7.3 Provide Preliminary Design Plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.5.8 Prepare Preliminary Special Provisions.
- 3.5.9 Prepare Preliminary Quantity Estimate.
- 3.5.10 Prepare Preliminary Construction Cost Estimate using 15% contingency.
- 3.5.11 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.
- 3.5.12 The Preliminary Design Phase submittal shall include:
- Biological Studies Report, Potential and Wetlands Evaluation (completed as needed)
 - Cultural Resources Report (completed as needed)
 - Title Sheet

- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Quantity & Miscellaneous Summaries
- Summary of Drainage Structures, as needed
- Hydraulic Design Summary, as needed
- Right-of-Way Map with proposed-right of-way & data
- Drainage Area Map
- Survey Data Sheet
- Plan and Profiles
- Signing & Striping
- Erosion Control Plan
- Construction Sequencing
- Public Utility Relocation Sheets, as necessary
- Special Details Sheets, as necessary
- Cross Section Sheets

3.5.13 Preliminary Design Review.

3.5.14 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.

3.6 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:

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

3.6.2 Coordinate with FEMA.

3.6.3 Finalize utility relocation coordination as necessary.

3.6.4 Prepare and complete final design.

3.6.5 Prepare detailed construction plans in conformance with appropriate drafting standards.

3.6.6 Prepare final quantity estimates.

3.6.7 Prepare final estimate of construction costs with a 10% contingency.

3.6.8 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.

3.6.9 Prepare Contract proposals in units compatible with Broken Arrow specifications.

3.6.10 Submit six (6) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.

3.6.11 The Final Design Phase submittal shall include:

- Structural Design Calculations
- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Quantity & Miscellaneous Summaries
- Summary of Drainage Structures
- Hydraulic Design Summary, as needed
- Drainage Area Map
- Storm Water Management Plan (SWP3)
- Right-of-Way Map & Data

- Survey Data Sheet
- Plan and Profiles
- Waterline Relocation Sheets, as necessary
- Sanitary Sewer Relocation Sheets, as necessary
- Intersection Details and Joint Layout, as necessary
- Miscellaneous Details Sheet
- Special Details, as needed
- Signing & Striping
- Erosion Control Plan
- Construction Sequencing/Traffic Control
- Cross Sections
- Standard Construction Drawings

3.6.12 Final Design Review.

3.6.13 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.

3.6.14 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.6.15 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 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

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

3.7.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).

3.7.2 Attend and conduct a Pre-Bid Conference as required by Owner.

3.7.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract Documents.

3.7.4 Assist in preparing addenda and addenda plan sheets as required.

3.8 PROJECT CLOSE-OUT PHASE:

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

3.8.1 Incorporate changes into the drawings and produce Record Drawings.

3.8.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).

3.8.3 Submit any revisions to the Design Manual caused by construction changes.

3.9 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the Consultant as necessary.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
McCLELLAND CONSULTING ENGINEERS, INC.
FOR
37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET
PROJECT ST21390**

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 5th day of January, 2021.

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

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Summary of Hydraulic Design & Drainage Structures
- 1.6 Storm Water Management Plan (SWP3);
- 1.7 Project Drainage Area Map;
- 1.8 Right-of-Way Map & Data;
- 1.9 Survey Data Sheet;
- 1.10 Plan and Profiles (roadway & public utilities as necessary);
- 1.11 Miscellaneous Details;
- 1.12 General Plan and Elevation (as necessary);
- 1.13 Bridge Typical Section (as necessary);
- 1.14 Bridge Construction Phasing (as necessary);
- 1.15 Special & Structural/Bridge Details (as necessary);
- 1.16 Signing & Striping;
- 1.17 Erosion Control;
- 1.18 Construction Sequencing/Traffic Control;
- 1.19 Cross Sections; and
- 1.20 Standard Construction Drawings.

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

- 2.1 Right-of-Way Plans;
- 2.2 Individual Legal Description Documents for Right-of-Way, permanent easements, and temporary construction easements;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document; and
- 2.6 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed 15 parcels**, at agreed upon unit price per parcel).

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 Overall Project Drainage Map;
- 3.3 Drainage Summary Tables;
- 3.4 Stormwater Pollution Prevention Plan (SWP3)
 - 3.4.1 Report;
 - 3.4.2 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
 - 3.4.3 Owner, Contractor and Engineer's Certifications;
 - 3.4.4 Approved Grading/Erosion Control Construction Plans; and
 - 3.4.5 Standard Erosion Control Details

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

- 4.1 Structural Design Calculations
 - 4.1.1 Bridge Designs;
 - 4.1.2 Retaining Earth; and
 - 4.1.3 Miscellaneous Structures
- 4.2 Water Analysis Calculations (Title 252: Chapter 626):
 - 4.2.1 Water Flow Projections and Analysis;
 - 4.2.2 Pressure and Velocity Analysis; and
- 4.3 Wastewater Collection System Design (Title 252: Chapter 656):
 - 4.3.1 Wastewater Flow Projections;
 - 4.3.2 Gravity flow analysis showing flow velocities;
 - 4.3.3 Lift station design;
- 4.4 Other Engineer Design Calculations

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

- 5.1 Bid Documents:
 - 5.1.1 Electronic bid proposal in format provided.
 - 5.1.2 Written description of construction project.
 - 5.1.3 Construction duration in calendar days.
 - 5.1.4 Engineers construction estimate
- 5.2 Project Conditions:
 - 5.2.1 Special Conditions.
- 5.3 Construction Specifications

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

6.1 Drawings:

6.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.

6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

6.2 Design Manual:

6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.

6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
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PROJECT ST21390**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 5th day of January, 2021.

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. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$39,700.00** for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Planning and Conceptual Design Payment:
 - 1.2.1 Task 2.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$84,892.60** for the completion of the Planning and Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.2.2 Task 2.2. The OWNER shall pay the CONSULTANT a fee not to exceed amount of **\$12,000.00** for the completion of all necessary environmental studies as required in the Planning and Conceptual Design Phase (and extending through other phases of the contract as necessary). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. Right-of-Way Design Payment: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$14,250.00** (based upon an assumed 15 parcels priced at **\$950.00** per parcel) for the completion of the Right-of-Way Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Geotechnical Study: The OWNER shall pay the CONSULTANT a lump sum amount of **\$7,216.00** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Task 5. Preliminary Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$75,138.50** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$76,838.00** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.7 Task 7. Bidding Assistance Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$6,674.40** for the Bidding Assistance Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.8 Task 8. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$4,614.40** for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.9 Task 9. Construction Assistance Phase Payment (Additional Services): The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

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 December 1, 2020.

Professional Services

Branch Manager	\$226.60
Project Manager	\$154.50
Project Engineer	\$128.75
EIT	\$97.85
Project Designer	\$92.70

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.

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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 5th day of January, 2021.

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, including USACOE, DEQ, and FEMA fees, as well as all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
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PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 5th day of January, 2021. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

1.0 LAND SURVEY PHASE: 45 Days

- 1.1 Notice to Proceed
- 1.2 Conduct Topographical Surveying
- 1.3 Submit Land Survey
- 1.4 Owner Review

2.0 PLANNING AND CONCEPTUAL DESIGN PHASE: 75 Days

- 2.1 Notice to Proceed
- 2.2 Prepare & Submit Conceptual Plans (30%)
- 2.3 Owner Review

3.0 RIGHT-OF-WAY DESIGN PHASE: 45 Days

- 2.1 Notice to Proceed (concurrent with Preliminary Design Phase)
- 2.2 Review & submit "Ultimate" Right-of-Way Documents, including any additional Right-of-Way Maps/Plans, Instruments, and Closure Reports
- 2.3 Owner Review
- 2.4 Right-of-Way Staking (as required for an assumed 15 parcels)

4.0 PRELIMINARY DESIGN PHASE: 90 Days

- 4.1 Notice to Proceed (concurrent with R/W Phase)
- 4.2 Conduct Geotechnical Investigation and provide recommendations/report
- 4.3 Coordinate & review Utility Relocation Plans
- 4.4 Prepare & submit Preliminary Plans (60%)
- 4.5 Owner Review

5.0 FINAL DESIGN PHASE: 90 Days

- 5.1 Notice to Proceed
- 5.2 Finalize Utility Relocation Plans
- 5.3 Prepare & submit Final Plans and Specifications for City Review

- 5.4 Prepare Final Cost Estimate
- 5.5 Prepare Design Report
- 5.6 Owner Review
- 5.7 Prepare & submit Bid Documents (100% Plans and Specifications)

6.0 ASSISTANCE DURING BIDDING PHASE:

- | | | |
|-----|---|-------------------|
| 6.1 | Providing Bid Documents: | To be determined. |
| 6.2 | Attend Pre-Bid Conference (if necessary): | To be determined. |
| 6.3 | Answer RFI's & prepare Addenda: | To be determined. |

7.0 PROJECT CLOSE-OUT PHASE:

- | | | |
|-----|-----------------------------|---|
| 7.1 | Record Drawings: | 30 days after receipt of contractor's red-lines |
| 7.2 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

8.0 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

- | | | |
|-----|--------------------------|--|
| 8.1 | Construction Assistance: | Additional services to be negotiated separately as required. |
|-----|--------------------------|--|