

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
EMERGENCY REPAIR FOR ELM PLACE AND ASPEN AVENUE BRIDGE APPROACHES
OVER THE CREEK TURNPIKE
PROJECT ST21430**

1.0 Professional Consulting Firm:

- 1.1 Name: Poe & Associates, Inc.
- 1.2 Telephone No.: 918-665-8800
- 1.3 Address: 4606 S. Harnett Road, Suite 600, Tulsa, OK 74146-5200

2.0 Project Name/Location: Emergency repair of Elm Place and Aspen Avenue bridge approaches over Creek Turnpike south loop.

3.0 Statement of Purpose: This project consists of emergency design and construction services for the failing bridge grade beams/transition barriers located at the Elm Place and Aspen Avenue bridges over the Broken Arrow South Loop Creek Extension. The project will prepare construction drawings for the failed bridge grade beam/transition barriers located on the SW approaches of the Elm Place and Aspen Avenue bridges over the Creek Turnpike. The design shall address a permanent solution to the damage currently being experienced at both bridges. The construction drawings will provide details for the design repair, detail project quantities, and detail construction materials. Residential and Construction Services will provide construction inspection, engineering support for the contractor, and verification of quantities and construction materials. Material Testing will be provided by others.

4.0 Agreement Summary:

4.1 Agreement Amount:		
Task 1.0 – Emergency Design Phase	\$ 19,411.24	(Lump Sum)
Task 2.0 – Construction Assistance Phase	<u>\$ 21,898.52</u>	(Fee NTE)
TOTAL AGREEMENT AMOUNT:	\$ 41,309.76	

4.2 Agreement Time: 60 calendar days

4.3 Estimated Construction Cost: \$78,690.24

5.0 Agreement Approved by the Owner on: 03.10.2021

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
EMERGENCY REPAIR FOR ELM PLACE AND ASPEN AVENUE BRIDGE
APPROACHES OVER THE CREEK TURNPIKE
PROJECT ST21430**

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

WITNESSETH:

WHEREAS, OWNER intends to improve Elm Place and Aspen Avenue Bridges over the Creek Turnpike between Florence Street and Tucson 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. CONSULTANT and OWNER agree all of CONSULTANT'S work performed under this AGREEMENT shall be performed as an independent contractor. 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. CONSULTANT and OWNER agree additional services may be contracted for under the terms of this AGREEMENT by written addendum approved by both OWNER and CONSULTANT.

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 and Additional Services. CONSULTANT shall submit invoiced requesting payment for services rendered to the City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date of the invoice.

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.

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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. Notwithstanding the foregoing, OWNER will not be named as Additional Insured on Professional Liability Insurance policies.

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 OWNER or others on extensions of the PROJECT or on any other project. Any reuse

or adaptation without prior written verification by the CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to the CONSULTANT. OWNER shall defend, indemnify, and hold harmless the CONSULTANT against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such to the extent allowed by law.

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. OWNER'S reuse or modification of documents shall be in accordance with Article 13.

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 and/or schedule, 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 21, 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 with 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 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 Avenue
Broken Arrow, OK 74012
Contact: Mr. Roger D. Hughes, P.E.
Engineering Division Manager

CONSULTANT: Poe & Associates, Inc.
4606 S. Garnett Road, Suite 600
Tulsa, OK 74146-5200
(918) 665-8800

Contact Name: Lee A. Cobb, P.E.
Sr. Vice President

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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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.

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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 below written.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: Michael Spurgeon
Michael L. Spurgeon, City Manager

Date: 3/10/2021

CONSULTANT:

Poe & Associates, Inc.

By: Lee A. Cobb, Jr.
Lee A. Cobb, P.E., Sr. Vice President

Date: 3/9/2021



Attest: Curtis Green
City Clerk [Seal]

Date: 3/10/2021

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Notary Public

Date: _____

Approved as to form:

[Signature]
City Attorney

VERIFICATION

State of OKLAHOMA)
) §
County of TULSA)

Before me, a Notary Public, on this 9th day of March, 2021, personally appeared Lee A Cobb, known to be to be the (President, **Vice-President**, Corporate Officer, Member, or Other) of Poe & Associates, 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:

Nov. 18th, 2022

Katherine R Gaches
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
EMERGENCY REPAIR FOR ELM PLACE AND ASPEN AVENUE BRIDGE
APPROACHES OVER THE CREEK TURNPIKE
PROJECT ST21430**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 10th day of March, 2021.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for emergency repairs and construction inspection/engineering services. These documents shall include, but not be limited to, the following: site review to develop construction drawings, providing pay items and quantities; construction plans detailing the emergency repair; residential engineering and construction inspection services to verify emergency repair is being constructed in accordance to design drawings and verify pay item quantities.

In addition, the CONSULTANT understands that the OWNER has \$ 120,000.00 budgeted for this PROJECT that includes all professional consultant fees 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 emergency design and construction services for the failing bridge grade beams/transition barriers located at the Elm Place and Aspen Avenue bridges over the Broken Arrow South Loop Creek Extension. The project will prepare construction drawings for the failed bridge grade beam/transition barriers located on the SW approaches of the Elm Place and Aspen Avenue bridges over the Creek Turnpike. The design shall address a permanent solution to the damage currently being experienced at both bridges. The construction drawings will provide details for the design repair, detail project quantities, and detail construction materials. Residential and Construction Services will provide construction inspection, engineering support for the contractor, and verification of quantities and construction materials. Material Testing will be provided by others.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate, with the OWNER and a private contractor, for the removal of the failed grade beam / transition barrier and provide exploration of the failure. CONSULTANT shall then design the required repair of the grade beam/ transition barrier as well as repair for voids under the approach slabs, and structure foundations. The design shall address a permanent solution to the damage currently being experienced at both bridges. All necessary structural design required for the project including foundation design shall be performed by the CONSULTANT. CONSULTANT shall provide

Construction Engineering Services including Residential Engineering and Inspection. Inspection Services shall provide support to contractor and the OWNER, verification of quantities, and verification of construction materials.

CONSULTANT shall provide consulting services as follows:

- Site Review and Removal Coordination with Contractor
- Structural Design and Details
- Governmental Agency Coordination/Permitting
- Residential Engineering and Construction Inspection

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 order to determine design criteria, requirements and codes and other critical design features of the Project. All designs shall meet relevant AASHTO and OTA bridge design codes as well as 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 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 EMERGENCY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks:

- 3.2.1 Conduct field review and discovery to develop emergency design plan for the repair of the grade beam / transition barrier.
- 3.2.2 Prepare and complete final design of emergency repairs for the grade beam / transition barrier as well as voids under the approach slab and foundations.
- 3.2.3 Prepare detailed construction plans in conformance with appropriate drafting standards.
- 3.2.4 Prepare final quantity estimates.
- 3.2.5 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.
- 3.2.6 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.2.7 Submit six (6) bound sets of 1/2 size prints of emergency repair plans, three (3) sets of final quantities and specifications, and one (1) PDF file, to the Owner for distribution and review.
- 3.2.8 Design Review.
- 3.2.9 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.
- 3.2.10 Incorporate any review comments and furnish three (3) complete

sets of 1/2 - size drawings and quantities, one (1) set of final drawings in pdf format and electronic media, one (1) set of final specifications on electronic media, in Microsoft Word format, pdf formats, and paper.

3.3 CONSTRUCTION ASSISTANCE PHASE:

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks:

- 3.3.1 Provide Residential Engineering Services during construction including:
 - Conducting Progress and Field Meetings.
 - Reviewing Project Submittals and Material Specifications to verify submittals are in accordance to emergency repair design.
 - Preparation of Pay Requests and verification of pay quantities.
 - Provide Audit of Project
 - Provide Engineering Support for Contractor, Inspector, and OWNER
- 3.3.2 Provide Inspection Services during construction including:
 - Daily Construction Reports and Documentation
 - Daily Construction Inspection during construction activities
 - Record of Quantities and Construction Materials
 - Verify construction is within specification of design.
- 3.3.3 Incorporate changes into the drawings and produce Record Drawings.
- 3.3.4 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).
- 3.3.5 Submit any revisions to the Design Manual caused by construction changes.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
EMERGENCY REPAIR FOR ELM PLACE AND ASPEN AVENUE BRIDGE
APPROACHES OVER THE CREEK TURNPIKE
PROJECT ST21430**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following scope of services shall be made a part of the AGREEMENT dated the 10th day of March, 2021.

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

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

2.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents (as necessary):

- 2.1 Stormwater Pollution Prevention Plan (SWP3)
 - 2.1.1 Report;
 - 2.1.2 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
 - 2.1.3 Owner, Contractor and Engineer's Certifications;
 - 2.1.4 Approved Grading/Erosion Control Construction Plans; and
 - 2.1.5 Standard Erosion Control Details

3.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as necessary for design:

3.1 Structural Design Calculations

- 3.1.1 Bridge Designs;
- 3.1.2 Retaining Earth; and
- 3.1.3 Miscellaneous Structures

3.2 Water Analysis Calculations (Title 252: Chapter 626)(To be added as an amendment if required):

- 3.2.1 Water Flow Projections and Analysis;
- 3.2.2 Pressure and Velocity Analysis; and

3.3 Wastewater Collection System Design (Title 252: Chapter 656)(To be added as an amendment if required):

- 3.3.1 Wastewater Flow Projections;
- 3.3.2 Gravity flow analysis showing flow velocities;
- 3.3.3 Lift station design;

3.4 Other Engineer Design Calculations

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

4.1 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

4.2 Project Conditions:

- 5.2.1 Special Conditions.

4.3 Construction Specifications

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

5.1 Drawings:

- 5.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 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
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BETWEEN
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FOR
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply and shall be made a part of the AGREEMENT dated the 10th day of March, 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. Emergency Design Phase: The OWNER shall pay the CONSULTANT a lump sum amount of **\$19,411.24** for the completion of the Emergency Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Construction Assistance Phase: The OWNER shall pay the CONSULTANT a fee for actual hours worked based on the hourly rates set forth in Section 2.0 of this Attachment, below, for the Construction Assistance Phase; such fee, however, shall not exceed the amount of **\$21,898.52**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 RATES FOR 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 4, 2019.

<u>Professional Services</u>	
Resident Engineer / Project Manager	\$ 191.00
Structural Engineer	\$ 185.00
On-Site Inspector	\$ 98.00
Structural Engineering Technician	\$ 107.00

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 mileage costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

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

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**ATTACHMENT D
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FOR
EMERGENCY REPAIR FOR ELM PLACE AND ASPEN AVENUE BRIDGE
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PROJECT ST21430**

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 10th day of March, 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, 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 None.

PROJECT SCHEDULE