

**CITY OF BROKEN ARROW{PRIVATE }**  
**ADMINISTRATIVE REGULATION**

**SUBJECT:**

Contracting for Architectural/Engineering  
(A/E) Professional Services  
EFFECTIVE DATE: August 19, 1994

**MANUAL:** Engineering

**NUMBER:** 3.1.1

**REVISION:** Page 1 of 10

**APPROVED:**

**1.0 PURPOSE**

To establish the policies and procedures for advertising for, contracting for, and administering A/E professional services contracts.

**2.0 ORGANIZATIONS AFFECTED:**

All departments of the City of Broken Arrow

**3.0 POLICIES:**

- 3.1 The scope of services in the RFP will be as complete as possible and reviewed by the City Engineer prior to being issued.
- 3.2 A board consisting of the City Manager, City Engineer, Public Works Director, and the Director of the Department requesting the contract will select the best qualified firm for the contract.
- 3.3 The City Engineer will negotiate technical matters for A/E contracts.
- 3.4 The City Manager will negotiate the contract cost for A/E contracts.
- 3.5 The City Engineer will serve as the contract administrator for all A/E services contracts.
- 3.6 Only the City Manager or Mayor, as authorized by the City Council, may sign contractual documents binding the City to funds, expenditures and changes in scope or schedule. If changes expend more than \$7,500.00, then City Council approval must be given before the change is effective.
- 3.7 A copy of this regulation will be provided to all AE firms doing business with the City.
- 3.8 Upon request an electronic copy of all forms contained in this AR will be provided to A/E firms without cost.
- 3.9 The City will attempt to award ten (10) percent of its design work to small (less than 30 employees) A/E firms.

**4.0 DEFINITIONS:**

- 4.1 City of Broken Arrow A/E Services Contract: The standard contract form used by the City of Broken Arrow to contract for A/E services. A copy of this standard format is at Appendix A.
- 4.2 Contract Administrator: The individual designated by the City Manager to administer a contract.
- 4.3 Cost Plus Contract: A contract where the exact scope of services can not be defined and the A/E firm provides costs per hour for various disciplines and a markup of profit. The work is then accomplished and hours required for the work serve as the basis for payment. This type of contract will always have a not to exceed expenditure limit set by the City Manager.
- 4.4 Firm Fixed Price Contract: A contract where the scope of services is clearly defined and the total cost of the A/E services is agreed to prior to entering into the contract.
- 4.5 Incremental Contract: An A/E services contract where the work is subdivided into phases and the scope of succeeding phases is based on the results of preceding phases. This type of contract will normally have a not to exceed expenditure limit with each phase after the first phase, being negotiated as a firm fixed price change order to the contract.
- 4.6 Requirements Contract: A contract for a specific type of A/E services where there is no scope of work at the time the contract is awarded. The contract is awarded based on the firm's experience on a specific type of work. The contract is negotiated based on an hourly cost for each discipline and a markup for profit. The A/E services provider will be guaranteed a minimum of \$1,000.00 in work orders for the period of the contract, normally twelve (12) months. Work orders will be issued against this contract when a requirement for services occurs. The manhours for the work order will be negotiated and the final work order package issued as a firm fixed price change to the original contract.

## **5.0 RESPONSIBILITY:**

- 5.1 City Manager
  - 5.1.1 Serve as President of the Selection Board.
  - 5.1.2 Approve RFP's for A/E Services contracts.
  - 5.1.3 Negotiates costs and contract requirements on A/E Services Contracts.
  - 5.1.4 Presents contracts to the City Council for approval.

- 5.1.5 Approves and signs letters on A/E contractor performance.
- 5.2 City Engineer
  - 5.2.1 Programs funds for required A/E services contracts and one (1) Street and one (1) Water/Sewer Requirements contract annually.
  - 5.2.2 Prepares required scope of services and requests for proposals.
  - 5.2.3 Serves as a member of the Selection Board.
  - 5.2.4 Negotiates technical matters associated with A/E services contracts.
  - 5.2.5 Serves as contract administrator for A/E services contracts.
  - 5.2.6 Drafts letters on A/E contractor performance.
- 5.3 Public Works Director:
  - 5.3.1 Serves as a backup to the City Engineer
  - 5.3.2 Programs funding for A/E services contracts required by Public Works Department.
- 5.4 Other Department Heads
  - 5.4.1 Programs funding for A/E services contracts required for their departments.
  - 5.4.2 Serves as a member of the Selection Board on contracts requested by their departments.

**6.0 PROCEDURES:**

- 6.1 Request for Proposal:
  - 6.1.1 The Department Head requiring the A/E services will notify the City Engineer of the requirement as soon as possible after the budget is approved.
  - 6.1.2 The City Engineer will prepare the scope of services and request for proposal using the format at Appendix B. Each contract will have specific requirements based on the type of contract proposed. The following will serve as guidelines for the request for proposal of the type of contract indicated. The City Engineer will prepare a preliminary construction cost estimate and design cost estimate for use during negotiations.





- 6.4.4 All correspondence from the A/E firm to the City will be serial numbered starting with the letter acknowledging receipt of the contracts which will be serial number 01.
- 6.4.5 Correspondence from both parties will include the contract name and number in the subject.
- 6.4.6 The City will normally pay monthly progress payments to the A/E Service Contractors. The request for payment will be forwarded to the City Engineer by the second Thursday of each month on the form at Appendix I. Upon review and approval of the request for payment, the City Engineer will prepare the required payment forms.
- 6.4.7 Upon completion of the contract the City Engineer will draft a letter on the A/E services contractor's performance for signature by the City Manager. The original letter will be mailed to the A/E and a copy included in the contract file.
- 6.5 Plan, Specification and Report Approval
  - 6.5.1 The specifications used in all documents resulting from an A/E services contract will be in accordance with the City of Broken Arrow Land Subdivision Code, City Code of Ordinances, and City of Broken Arrow Standard Construction Specifications or specifications from another agency as required by the Contract.
  - 6.5.2 Review of preliminary plans specifications, or reports will be accomplished by the City in 15 working days.
  - 6.5.3 Review of final plans, specifications or reports will be accomplished in ten (10) working days.
- 6.6 Contract Modifications:
  - 6.6.1 General: Requests for a Change Order to the scope of work will be forwarded to the City Engineer. These changes will be negotiated as outlined in section 6.3 of this AR. Change Orders with a total cost of less than \$7,500.00 will be approved by the City Manager. Change Orders in excess of \$7,500.00 require approval by the City Council.
  - 6.6.2 The Engineering Department will:









**CITY OF BROKEN ARROW STANDARD A/E SERVICES CONTRACT**

The standard City of Broken Arrow A/E contract will consist of three parts. Part 1 is the form of the contract and the standard form for this part is on page 2. The second part is the General Conditions of the contract. These provisions are shown starting on page 4. The third part is the Special provisions for the specific contract. A listing of the headings for these provisions and an explanation of content starts on page 15.

This contract will be executed in 4 copies with one copy going to the contractor, one copy to Purchasing, and two copies to Engineering. The original will be placed in the official contract file unbound. The remaining copies will be bound.

**CITY OF BROKEN ARROW**

**ARCHITECT/ENGINEER CONTRACT NUMBER**

1. Architect/Engineer Firm:

a. Name:

b. Telephone No.:

c. Address:

2. Project Title and Location:

3. Contract for (general description of services to be provided):

4. a. Contract Data: Contract Amount (express in words and figures):

\_\_\_\_\_ (\$\_\_\_\_\_)

b. Liquidated Damages: For each and every calendar day that the services remain uncompleted beyond the time set for completion, the sum of \_\_\_\_\_ (\$\_\_\_\_\_)

c. The total time allowed for contract completion is \_\_\_\_working days.

d. The estimated construction cost for this project is: \$\_\_\_\_\_

5. The City of Broken Arrow (called the City) represented by the City Manager and the Architect/Engineer firm (called the A/E) agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract.

- a. General Provisions
- b. Special Provisions

6. Contract approved by the City Council on:

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers or representatives on the dates set forth below.

CITY OF BROKEN ARROW, OKLAHOMA  
A Municipal Corporation

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_

City Clerk

APPROVED:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

(SEAL)

**CITY OF BROKEN ARROW  
ARCHITECT/ENGINEER CONTRACT**

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**Edition of March 30, 1990**

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**GENERAL CONDITIONS**

**GC - 1.0 DEFINITIONS:**

1.1 A/E: The term A/E used in these provisions refers to the Architect/ Engineer firm that is a party to the contract of which these clauses are a part.

1.2 Contract Administrator (CA): The CA for this contract will deal with the A/E in the day to day operations and questions concerning the contract. This person is empowered to deal with technical aspects of the contract with the A/E. This person may not enter into and/or terminate the contract or change orders associated with the contract nor authorize additional payment, nor change the terms of the contract. The CA for the City of Broken Arrow will normally be the City Engineer unless otherwise designated in writing.

**GC - 2.0 SCOPE:**

2.1 The contract stipulations are general in scope. Any stipulation may refer to conditions which will not be encountered in the performance of the work included in this contract, and which are not applicable thereto. Any requirements, provisions, or other stipulations of these contract documents which pertain to a nonexistent condition and are not applicable to the work to be performed hereunder, shall have no meaning in this contract.

2.2 Should anything be omitted from the provisions which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the contractor shall request written instruction for clarification for such omissions or discrepancies.

**GC - 3.0 CONTRACT DOCUMENTS:** It is understood and agreed that the form of the contract and all documents listed in paragraph 5 of the form of the contract, together with any and all duly authorized change orders are each and all included in this contract, and the work shall be done in full compliance and accord herewith.

**GC - 4.0 GRATUITIES:** City employees are expressly prohibited from soliciting or accepting and contractors are expressly prohibited from offering any rebate, money or costly entertainment or gift or gratuity (excepting mementos and novelties of nominal value) from any person, company, firm, or corporation to which any contract is, or might be awarded. The City will not tolerate circumstances that produce, or reasonably appear to produce, conflict between the personal interest of an employee and the interest of the City. Accordingly, the City may terminate, at no charge to the City, any contract if it is found that substantial gifts or gratuities were offered to a City employee or elected official.

**GC - 5.0 SUSPENSION OF WORK:**

5.1 The Contract Administrator may order the A/E, in writing to suspend, delay or interrupt, all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the City.

5.2 If the performance of all or any part of the work is, for an unreasonable period of time suspended, delayed or interrupted by an act of the Contract Administrator in the administration of this contract, or by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made in the time of performance and for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustments shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or due to the fault or negligence of the A/E, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. Such adjustments will be negotiated in good faith, but may not exceed \$7,500.00 unless agreed to in writing by the City Council prior to the time when the delay has incurred increased costs in that amount.

5.3 A claim under this clause shall not be allowed for any cost incurred more than twenty (20) days before the A/E shall have notified the Contract Administrator in writing of the act or the failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of the final payment under the contract.

#### **GC - 6.0 NON-DISCRIMINATION:**

6.1 Discrimination by reason of race, color, sex, religion or national origin shall not be practiced by the contractor in the employment of those who furnish labor or materials in the performance of the work to be done under this contract. Discrimination by reason of handicap shall not be practiced by the A/E in the employment of those who furnish labor or materials in the performance of this work, if such handicapped employees may safely perform the bona fide duties of employment.

6.2 Applicable rules, regulations, and relevant orders of the Secretary of Labor shall be followed.

#### **GC - 7.0 LAWS AND ORDINANCES:**

7.1 During the period of this contract, the A/E shall be and remain fully informed of all existing and current regulations of the City, County, State, and national laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. The A/E shall at all times observe and comply with all applicable ordinances, laws, and regulations; and shall protect and indemnify the City and the City's officers and agents against any claims or liability based on any violation of the same. All such applicable laws and ordinances are a part of this contract as though fully set forth herein.

**GC - 8.0 THE CITY'S RIGHTS IN DRAWINGS AND OTHER DATA:** The City shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other City design or construction without additional compensation to the A/E. The A/E hereby grants to the City a paid up license to all such works to which he may assert or establish any claim under design pattern or copyright laws. The A/E for a period of three (3) years after the completion of the project agrees to furnish the original or copies of all such works on the request of the City. Unless otherwise provided in this contract, the A/E shall have the right to retain copies of all works beyond such period. The City shall not hold the A/E liable for any site adaptation and reuse of the subject plans in which the A/E is not involved. (Note specific language for this clause concerning proprietary information shall be negotiated as required.)

**GC - 9.0 DESIGN WITHIN FUNDING LIMITATIONS:**

9.1 The A/E shall accomplish the design services required under this contract so as to permit the award of a contract, using the standard City of Broken Arrow procedures for the construction of the facilities designated at a price that does not exceed the estimated construction contract price set forth in paragraph 4d of the form of the contract. When this is not possible the A/E shall notify the City and appropriate adjustments shall be made. When bids or proposals for the construction contract are received that exceed the estimated price, the A/E shall perform such redesign and other services as are necessary to permit contract award within funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the A/E shall not be required to perform such additional services at no cost to the City if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

9.2 The A/E will promptly advise the Contract Administrator if it finds that the project being designed will exceed, or is likely to exceed, the funding limitations and is unable to design a usable facility within these limitations. Upon receipt of such information, the Contract Administrator shall review the contractors revised estimate of construction costs. The City may, if it determines that the estimated construction contract price set forth in this contract is so low that the award of a construction contract not in excess of such an estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph 4d of the form of the Contract, or the City may adjust such estimated construction contract price. When bids or proposals are not solicited or unreasonably delayed, the City shall prepare an estimate of constructing the designs submitted and such estimate shall be used in lieu of bids and proposals to determine compliance with the funding limitation.

**GC - 10.0 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR:**

10.1 The A/E shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the A/E under this contract. The A/E shall, without additional compensation, correct or revise any of its negligent errors or deficiencies in its designs, drawing, specifications, and other services.

10.2 Neither the City's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the A/E shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the A/E's negligent performance of any of the services furnished under this contract.

10.3 The rights and the remedies of the City provided under this contract are in addition to any other rights and remedies provided by law.

10.4 If the A/E is comprised of more than one legal entity, each entity shall be jointly and severable liable hereunder.

**GC - 11.0 REQUIREMENTS FOR REGISTRATION OF DESIGNERS:** The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in the State of Oklahoma. Said professionals shall be employees of or subcontractors to the A/E firm.

**GC - 12.0 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS:**

12.1 The extent and character of the work to be done by the A/E shall be subject to the general oversight, and approval of the Contract Administrator.

12.2 The City will provide the A/E a notice to proceed for each phase of the contract. Any work accomplished by the A/E prior to the notice to proceed is at the A/E's own risk. Optional portions of this contract will not start until the City issues a notice to proceed for that option.

**GC - 13.0 CONTRACTOR ADMINISTRATION AND COORDINATION REQUIREMENTS:**

13.1 Performance of Work: The A/E shall furnish sufficient technical, supervisory, and administrative personnel at all times to insure prosecution of the work in accordance with the delivery schedule.

13.2 Project Coordinator or Manager: The A/E shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the A/E and the City for all work required under the contract. Upon award of the contract, the A/E shall immediately provide the Contract Administrator with the name of the individual so designated, in writing. The A/E's project coordinator or manager will be responsible for the complete coordination of all work developed under the contract. All work will be accomplished with adequate internal controls and review procedures, which will minimize conflicts, errors and omissions, and insure the technical accuracy of all designs, drawings and specifications.

13.3 Quality Control: Professional level skills and management practices are required in the performance of this contract. Accordingly, the A/E shall establish an effective quality control program to provide end products that meet or exceed professional standards and comply with the contract requirements.

#### 13.4 Meetings and Conferences:

13.4.1 Meetings. Meetings shall be held whenever requested by the City or the A/E for discussion of questions and problems relating to the work required under the contract.

13.4.2 Conferences. The A/E or its appropriate representative(s) will be required to attend and participate in all design conferences, including site criteria, pre-design, plan-in-hand, or other conferences pertinent to the work under the contract as directed by the Contract Administrator.

13.5 Confirmation Notices: The A/E shall promptly provide a record of all substantive conferences, meetings, discussion, verbal directions, telephone conversations, etc., participated in by the A/E or his representative(s) on matters relative to the project and the work. These records, entitled "CONFIRMATION NOTICES", shall be numbered sequentially and shall fully identify participating personnel, subject discussed, and any conclusions reached. The A/E shall forward to the Contract Administrator as soon as possible after preparation, a reproducible copy of each confirmation notice. The A/E shall not be required to obtain specific written approval for routine communication of drawings, sketches, photographs, etc., to utilities and other entities with which this type of communication is required for the performance of the contract.

13.6 Site Visits: The A/E or its representative(s) shall visit the site of the project as necessary and required during the preparation and accomplishment of the work. All work and data developed under the contract shall be related to current site conditions and to other proposed work within the specific project area. The A/E, if required by the contract, shall take photographs or arrange for taking photographs of the site and structures in connection with the project as necessary to portray the initial conditions affecting the design. One copy each of all photographs taken shall be furnished the Contract Administrator at the time of the first review of the project. All travel, costs, and expenses incurred by the A/E or his representative(s), including consultants, for such site visits shall be included in the price of the contract.

13.7 Progress Reports: A progress report shall be submitted to the Contract Administrator once each month during the contract period. The report shall give the status, on a percentage basis, of the total amount of work completed and other narrative information as required by the City.

#### 13.8 Construction Contract Format:

13.8.1 Construction Contract for City Award: If this contract is to result in a construction contract to be awarded by the City or any of the Trusts of the City, the City's Construction Contract format will be used for the bid documents.

13.8.2 Construction Contract for Award by Others: If this contract is to result in a construction contract to be awarded by an entity other than those listed in paragraph 13.8.1, then that entity's format will be used. If the entity does not have a format, then the City's format will be used.

13.8.3 Drawings: All drawings will conform to Oklahoma Department of Transportation Drafting Standards.

13.9 Report and Bid Document Format: All reports and bid documents will be reproduced on 8-1/2 x 11 bond paper and bound on the left hand side. Pages will be sequentially numbered, tabs for various sections will be inserted, and a table of contents will be provided at the front of the document. All reports will contain an executive summary immediately following the table of contents. Hard covers are not required however, a cover of heavy stock with the project identifying information will be placed on the front and a plain heavy stock sheet on the back.

#### 13.10 Reproduction Requirements:

13.10.1 Review Documents: Sufficient copies (normally not more than 5) will be provided for review of the document by involved parties.

13.10.2 Final Documents: Upon completion of the final documents ten (10) copies of all reports and/or bid documents and drawings will be provided to the City. The original of the reports and/or bid documents, not bound, and Mylar drawings will be provided to the City.

#### 13.11 Review Requirements:

13.11.1 General: Each review by the City or other entities will normally consist of the A/E providing documents for review, the City or other entities will be allowed a reasonable review period (normally 15 working days), a review meeting will be held and problems discussed. The A/E will prepare a deficiency list with corrective actions, the corrective actions will be approved by the City or other entities and the A/E will be informed to proceed. For design projects there will normally be three (3) reviews as listed below. For reports the City or other entities will normally review the draft and final draft prior to publication.

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#### 13.11.2 Reviews for Designs:

13.11.2.1 Concept/Plan-in-hand/ 35% Design Review: This review will take place when the basic design concept is established, site plan is ready, major engineering calculations are complete, and a plan (layout) drawing is ready for review.

13.11.2.2 Final/90% Design Review: This review will take place when all calculations and drawings are completed and the bid documents (including specifications) are in draft form.

13.11.2.3 Contract Review: This review is a check to ensure that the comments from the final review are incorporated in the contract documents.

13.11.3 A reasonable time for review by the city or other entities will not be counted against actual contract completion time. This time period is defined as the period from the distribution of review plans until the end of the review meeting.

13.12 Release of Information: Neither the A/E or its representatives shall release any sketch, photograph, report, or other material of any nature obtained or prepared under this contract without the specific written approval of the Contract Administrator.

#### **GC - 14.0 CHANGES:**

14.1 The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to over \$7,500.00 be performed. However, only the City Council may authorize additional expense to be paid by the City.

14.2 If any such change causes an increase or decrease in the cost of or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

14.3 The A/E must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, however, if the Contract Administrator decides the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.

14.4 If the A/Es proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of disposition of the property.

14.5 Failure to agree on any adjustment shall be a dispute under the disputes clause. However, nothing in this clause shall excuse the A/E from proceeding from the contract as changed.

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14.6 No services for which an additional cost or fee will be charged by the A/E shall be furnished without the prior written authorization of the City Manager. If in excess of \$7,500.00, the

authorization need shall be that of the City Council.

**GC - 15.0 DISPUTES:**

15.1 All disputes arising or relating to this contract shall be resolved under this clause. A dispute may be resolved through mutual agreement but when this is not possible the dispute may be certified as a claim and resolved using the following paragraphs.

15.2 "Claims" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money and a certain sum, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the A/E seeking the payment of money exceeding \$50,000.00 is not a claim until certified as required below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim under this clause by complying with submission and certifying requirements of this clause, if it is disputed whether as to liability or amount or is not acted upon in a reasonable time.

15.3 A claim by the A/E shall be made in writing and submitted to the City Manager for a written decision. A claim by the City against the A/E shall be subject to a written decision by the City Manager.

15.4 For all A/E claims, the City Manager must, if requested in writing by the A/E, render a decision within 60 days of the request. For A/E certified claims over \$50,000.00, the City Manager must, within 60 days, decide the claim or notify the A/E of the date by which the decision will be made.

15.5 The City Manager's decision shall be final unless the A/E appeals the decision to the City Council or files a suit in the appropriate court.

15.6 The A/E shall proceed diligently with performance of the contract pending final resolution with any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the City Manager/City Council.

**GC - 16.0 SUBCONTRACTORS, OUTSIDE ASSOCIATES AND CONSULTANTS:**

16.1 Any subcontractors or outside associates or consultants required by the A/E in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during contract negotiations. The A/E shall obtain the Contract Administrator's written consent before making any substitution of these subcontractors, associates or consultants.

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**GC - 17.0 TERMINATION:**

17.1 The City may terminate this contract in whole or, from time to time, in part, for the

City's convenience or because of the failure of the A/E to fulfill the contract obligations. The City Manager shall terminate by delivering to the A/E a notice of termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the A/E shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

17.2 If the termination is for the convenience of the City the City Manager shall make an equitable adjustment in the contract price, but shall allow no anticipated profit on unperformed services.

17.3 If the termination is for failure of the A/E to fulfill the contract obligation, the City may complete the work by contract or otherwise and the A/E shall be liable for any additional cost incurred by the City.

17.4 If, after termination for failure to fulfill contract obligations, it is determined the A/E had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

17.5 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **GC - 18.0 PAYMENT:**

18.1 In consideration of the performance of his undertakings under this contract, the A/E shall be paid the consideration determined in the form of the contract; which consideration shall constitute complete payment for all services to be performed under this contract and all expenditures which may be made and expenses incurred except as are otherwise expressly provided herein.

18.2 Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the A/E under this contract. The A/E shall submit monthly statements based upon this estimate of the proportion of the total services actually completed at the time of billing. The Contract Administrator shall verify, by in-house inspection, the status of the work prior to each payment.

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18.3 Upon approval of the estimate by the Contract Administrator, payments upon properly executed vouchers shall be made to the A/E, within five working days after the next City Council

meeting. Payment may be made in full during any month or months in which the Contract Administrator determines that performance has been satisfactory. When the Contract Administrator determines that progress has been less than satisfactory, the City may withhold up to 15% of the current amount due to the A/E. Also, whenever the Contract Administrator determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the City, the City may release the excess amount to the A/E.

18.4 Upon satisfactory completion by the A/E and acceptance by the Contract Administrator of the work done by the A/E under each phase of the contract and in accordance with Special Provisions, the A/E will be paid the balance of any money due for the work under that phase, including any retained percentages relating to that phase.

18.5 Before settlement upon termination of the contract, and as a condition precedent thereto, the A/E shall execute and deliver to the Contract Administrator a release of all claims for compensation against the City or its Authorities arising under or by virtue of work under this contract, other than any claims that are specifically excepted by the A/E from the operation of the release in amounts stated in the release.

18.6 Notwithstanding any other provision in this contract, and specifically paragraph 18.3 of this clause, progress payments shall not exceed ninety percent (90%) on work accomplished on phases not completed.

18.7 Liquidated Damages: In the event of failure on the part of the A/E to complete the work within the times set out in this contract, the A/E shall pay to the City of Broken Arrow, for each and every calendar day that the services remain uncompleted beyond the time set for completion, the liquidated damages as stated in paragraph 4b of the form of the contract. This sum may be deducted from money due or to become due the A/E as compensation under this contract. Notwithstanding the above A/E shall not be responsible to City for any delays that are beyond its control.

**GC - 19.0 ADMINISTRATION AND PAYMENT INFORMATION:** The point of contact for Administration and Technical Information is:

City of Broken Arrow  
City Engineer  
P.O. Box 610  
Broken Arrow Ok 74013  
(918) 251-5311 ext. 414

**GC - 20.0 NOTICES:**

20.1 Any notices or other communications hereunder may be given to the A/E at the address given in the form of the contract and to the City in care of the Contract Administrator or at such place as may be designated in writing. The delivery at such address, or depositing in any mail box regularly maintained by the post office of any notice, letter, or other communication to the A/E shall be deemed sufficient service thereof and the date of said service shall be the date of such delivery or mailing.

**GC - 21.0 PROPOSALS FOR INDIVIDUAL WORK ORDERS (REQUIREMENTS CONTRACT):**

21.1 Whenever the City invites the Architect-Engineer to submit a quotation for the preparation of specified Architect-Engineer service, the Contract Administrator shall furnish to the Architect-Engineer preliminary criteria together with the desired period of time for completion of the work.

21.2 The Architect-Engineer shall submit to the Contract Administrator within 10 days a list of the personnel for performance of the work and an itemized list of the cost of materials and travel. The A/E shall at the same time submit its quotation for the work, including the time for its completion.

21.3 The Contract Administrator shall issue a delivery order setting forth the completion date and a lump sum price for the work which are mutually agreeable.

**GC - 22.0 RIGHTS AND OBLIGATIONS (REQUIREMENTS CONTRACT):** The rights and obligations of the parties to this contract shall be subject to and governed by the provisions of this contract, the inconsistency between this contract and any delivery order, the provisions of this contract shall control.

**GC - 23.0 PAYMENT (REQUIREMENTS CONTRACT):**

23.1 In consideration of the performance of his undertakings under this contract, pursuant to work orders duly issued by the Contract Administrator, the A/E shall be paid the consideration determined in each work order; which consideration shall constitute complete payment for all services to be performed under this contract and all expenditures which may be made and expenses incurred except as are otherwise expressly provided herein.

23.2 Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the A/E under this contract, as determined by the Contract Administrator.

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23.3 Upon approval of the estimate by the Contract Administrator, payments upon properly executed vouchers shall be made to the A/E, within 5 working days after the next regularly scheduled City

Council meeting, of 90% of the approved amount, less all previous payments; provided, that payment may be made in full during any month or months in which the Contract Administrator determines that performance has been satisfactory. Also, whenever the Contractor Administrator determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the City, the Contract Administrator may release the excess amount to the A/E.

23.4 Upon satisfactory completion by the A/E and acceptance by the Contract Administrator of the work done by the A/E under individual work orders and in accordance with Special Provisions, the A/E will be paid the balance of any money due for the work under that work order, including any retained percentages relating to that work order.

23.5 Before final payment under each work order issued under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the A/E shall execute and deliver to the Contract Administrator a release of all claims for compensation against the Government arising under or by virtue of work orders under this contract, other than any claims that are specifically excepted by the A/E from the operation of the release in amounts stated in the release.

23.6 Notwithstanding any other provision in this contract, and specifically paragraph 23.3 of this clause, progress payments shall not exceed ninety percent (90%) on work accomplished on work orders not completed.

**GC - 24.0 LIMITATION:** To the fullest extent permitted by law, A/E shall not be liable to City for any special, indirect, or consequential damages resulting in any way from the performance of the services unless specifically contracted for as a special condition. To the fullest extent permitted by law, A/E's total liability to City for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed \$1 million. (This clause will be subject to negotiation based on the contract.)

**GC - 25.0 THIRD PARTY RIGHTS:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and its Trusts and A/E.

**CITY OF BROKEN ARROW  
ARCHITECT-ENGINEER CONTRACT  
INDEX OF SPECIAL PROVISIONS\***

<u>Paragraph</u>	<u>Title</u>
SP - 1.0	Scope of the Project
SP - 2.0	Project Phase Identification
SP - 3.0	Delivery and Payment Schedule
SP - 4.0	Insurance
SP - 5.0	Services of the City
SP - 6.0	Utility Locations
SP - 7.0	Scope of Services

\*Note: Special Provisions will be modified to meet the requirements for each project.

**SPECIAL PROVISIONS**

**SP 1.0 SCOPE OF THE PROJECT:**

1.1 The Project shall consist of (enter type of work, location, and services required).

**SP 2.0 PROJECT PHASE IDENTIFICATION (Order Contracts each work order will be a phase):**

- 2.1 Phase I - \_\_\_\_\_
- 2.2 Phase II - \_\_\_\_\_
- 2.3 Phase III - \_\_\_\_\_
- 2.4 Phase IV - \_\_\_\_\_
- 2.5 Phase V - \_\_\_\_\_

**SP 3.0 DELIVERY PAYMENT SCHEDULE:**

3.1	<u>Phase</u>	<u>Time for Completion</u>	<u>Payment</u>
	I	_____	_____
	II	_____	_____
	III	_____	_____
	IV	_____	_____
	V	_____	_____
	Total	_____	_____

3.2 Construction Days Beyond Contract Completion Date: In the event that the construction contractor does not complete all work in the construction contract within the time for completion set out in the construction contract documents, or as may be extended by the City, the A/E shall be paid, in addition to the lump sum, the lump sum of \_\_\_\_\_ ( \_\_\_\_\_ ) for each and every working day, or portion thereof, beyond the aforesaid time for completion and until such time as all work included in the construction contract is complete. It is mutually agreed that this daily sum will be funded from any liquidated damages which may be assessed against the A/E and in no event shall exceed the amount of such liquidated damages actually collected by the City. The City may in its sole discretion choose to compromise or waive the amount of liquidated damages due from the construction contractor. (This section will be included only when the A/E is to accomplish construction inspection.)

## **SP 4.0 INSURANCE:**

### **4.1 Public Liability:**

4.1.1 The A/E shall carry and keep in force during this contract, policies of insurance in minimum amount as set forth below or as required by the laws of the State of Oklahoma, whichever is greater.

4.1.2 Public Liability, Contractual Liability and Automobile Liability (Owned, Hired, and Non-Owned)

Bodily Injury, each person	\$100,000.00
Bodily Injury, each occurrence	1,000,000.00
Property Damage, Aggregate	100,000.00

4.1.3 Worker's Compensation - as required by statute including Employers' Liability

4.1.4 The A/E shall furnish an Owner's Protective Policy with the City of Broken Arrow as a named insured, issued by the same insurance company and in the same amounts as the Engineer's Public Liability Coverage.

4.2 Professional Liability: The A/E will carry and keep in force during this contract and for a period of not less than one (1) years from and after substantial completion of this project Professional Liability Insurance in limits of not less than One Hundred Thousand Dollars (\$100,000.00). Certificates showing the A/E is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificates shall further provide that said insurance will not be cancelled by the Insurer without the Insurer first giving the City thirty (30) days prior written notice of cancellation. (Actual amount of Professional Liability may be negotiated).

4.3 A/E and City waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, subcontractors, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the project, a similar provision shall be incorporated into all construction phase contracts entered into by City and shall protect City and A/E to the same extent.

All Project contractors shall be required to include City and A/E as additional insureds on their General Liability insurance policies, and shall be required to indemnify City and A/E to the same extent.

**SP 5.0 SERVICES OF THE CITY: THE CITY WILL:**

5.1 Furnish to A/E all available information pertinent to the Project, include previous reports and any other data relative to design and construction of the project.

5.2 Furnish and make all provisions for the A/E to enter upon public or private property as required for the A/E to perform his services under this contract.

5.3 Designate in writing a person to act as its representative in respect to the work to be performed under this agreement and such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

5.4 Furnish legal assistance as required in the preparation, review and approval of Construction Documents.

5.5 Furnish assistance in locating existing underground City utilities and in expediting their relocation.

5.6 Furnish equipment and personnel to excavate utilities for the purpose of location.

**SP 6.0 UTILITY LOCATIONS:**

6.1 It shall be the responsibility of the A/E to locate all known utility facilities and services within the project right-of-way, with sufficient accuracy so that the project can be designed and constructed without conflict with utility facilities and services. Utility facilities and services to be located are defined as follows:

6.1.1 Any pipe, pipeline, storm sewer, or sanitary sewer, above ground or underground, active or abandoned;

6.1.2 Any electrical conductor or conduit, above ground or underground, active or abandoned;

6.1.3 Any telephone, television, fire alarm, or telegraph conductor or conduit, above ground or underground, active or abandoned.

6.1.4 Any appurtenance to the above.

6.2 A utility facility or service shall be considered to be a "known" utility facility or service if after proper investigation and coordination the is advised by the City or any other party of its existence in the general area of the project or if its probable

6.3 Existence would be reasonably apparent from a thorough above ground examination of the project site by the A/E. It is mutually agreed that the following do not fall within the definition of "known utilities and facilities" to be located as set out above:

6.3.1 Rock and ledges or boulders;

6.3.2 Discreet underground obstructions such as isolated concrete footings which are not apparent by visual inspection of the ground surface and/or are not detectable by means other than excavation.

6.4 The A/E shall arrange for the excavation exposure of underground utilities and appurtenances as defined above and that the A/E will thereupon determine by topographical surveys the horizontal and vertical location of such utilities within the limits of the project. If a utility will not locate its lines the A/E will notify the City for resolution of the problem.

## **SP 7.0 SCOPE OF SERVICES**

7.1 Preliminary Phase (Tentative - Final Services to be negotiated):

7.1.1 Confer with the City and State to review Project requirements and discuss scheduling of the Project.

7.1.2 Prepare and submit a schedule of the design work included in this Project for City approval.

7.1.3 Perform all necessary surveys and investigations for this phase of the contract. Control points shall be tied to the Broken Arrow Coordinate System.

7.1.4 Prepare preliminary engineering studies, designs, outline specifications and functional plans and submit to the City for review and approval.

7.1.5 Prepare a preliminary estimate of probable construction cost of the project.

7.1.6 Document all meetings, conferences, coordination, etc. and send documentation to City within two days.

7.2 Final Design Phase (Tentative - Final Services to be negotiated):

7.2.1 Confer with the City and State regarding details of the final design of the project.

7.2.2 Document all meetings, conferences, coordination, etc. and send documentation to the City within two days.

7.2.3 Make necessary field surveys for the final design of the project.

7.2.4 Meet with utility companies and City of Broken Arrow departments to arrange for the relocation of utility facilities and services in conflict with the project. Review relocation plans and agreements submitted by the companies and City of Broken Arrow departments and when complete to the satisfaction of the A/E, submit the relocation plans and agreements to the City for approval and execution.

7.2.5 Prepare detailed contract drawings in conformance with appropriate drafting standards.

7.2.6 Prepare original 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.

7.2.7 Prepare contract proposals in units compatible with Broken Arrow specifications.

7.2.8 Submit final contract drawings and other contract documents to the City for final review and approval computations and work sheets to be furnished.

7.3 Construction Phase: (Tentative final services to be negotiated)

7.3.1 Assist the City as required in advertising for bids for construction.

7.3.2 Conduct a pre bid conference with all bidders prior to receipt of bids for construction and prepare any necessary addenda to clarify contract documents.

7.3.3 Prepare tabulations and analysis of bid results and furnish recommendations on the award of construction contracts.

7.3.4 Conduct a pre work conference prior to the start of construction and furnish consultation and advise to the City during construction, if required.

7.3.5 Provide engineering surveys for construction to establish reference points which in A/E's judgment are necessary to enable construction contractor to proceed with the work. It is mutually agreed that the Construction Contract will provide that the Construction Contractor be responsible for laying out the work, shall protect and preserve the established reference points and shall make no changes or relocations within the prior written approval of the City. It shall also provide that the Construction Contractor report to the A/E whenever any reference point is lost or destroyed, or requires relocation because of necessary change in grades or locations.

7.3.6 Review and approve, or take another appropriate action on, erection drawings submitted by Construction Contractors; such checking shall be only for general conformance with the design concept of the project and compliance with the information given in the contract documents.

7.3.7 Prepare all change orders and submit these to the City for approval together with the reason for the change order and a recommendation. This shall include any

necessary drawings to resolve actual field conditions encountered. Change orders shall be approved by the Contract Administrator or City Council prior to the work being done.

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7.3.8 Prepare estimates of partial and final payments to the Construction Contractor and submit same to the City with a recommendation.

7.3.9 Furnish a Resident Project Representative and assistants who will act as directed by A/E in order to assist A/E in observing performance of the work of the Construction Contractor.

7.3.10 Through on-site observation of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, the A/E shall provide reasonable protection for City against observed defects and deficiencies in the work of Construction Contractor; but the furnishing of such resident Project Representative will not make A/E responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Construction Contractor's observed failure to perform his work in accordance with the Contract Document unless the A/E fails to bring such observed problems to the City's attention. "Observation" and words derived there from shall mean actual observations and anything, which should have been observed in the exercise of reasonable professional care and judgment.

7.3.11 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be as set forth in Exhibit A which is attached to and made a part of this contract.

7.3.12 After the construction contract has been awarded, and before the pre-work conference, the A/E shall submit to the City the names of the Project Representative and assistants proposed to be furnished. Assignment of the Resident Project Representative and assistants to the Project shall have the prior approval of the City. At any time during the construction phase, and with just cause, the City shall have the right to request that the Resident Project Representative be changed to another employee of the A/E who is qualified and available for the work. It shall be the right of the A/E to determine which of its employees are available.

7.3.13 Prepare for the City a set of drawings suitable for microfilming showing those changes made during the construction process based on marked-up prints, drawings and other data furnished by the Construction Contractor to the A/E, such information being required of the Construction Contractor in the Construction Contract Documents.

**CITY OF BROKEN ARROW STANDARD REQUEST FOR PROPOSAL FOR A/E SERVICES CONTRACT**

**CITY OF BROKEN ARROW  
INVITATION FOR PROPOSALS**

**PROJECT NUMBER (enter number)**

The City of Broken Arrow, Oklahoma is hereby soliciting Statements of Qualifications and Proposals from Architect/Engineering (A/E) firms for: (enter type of work, approximate quantities, and location)

All bidders must submit a proposal in accordance with the request for proposal and must address all items described in the "Request for Proposals". All proposals must be submitted no later than 5:00 p.m. on \_\_\_\_\_ and should be addressed to City Engineer, Engineering Department, City of Broken Arrow, P.O. Box 610, Room 103, Broken Arrow Oklahoma 74013. Each proposal must be submitted in a sealed envelope with the following label: **"Name of Project, Project Number"**

No proposal will be accepted for consideration after the deadline specified above. All proposals will be evaluated in accordance with City of Broken Arrow Administrative Regulation (AR) 3.1.1. Any proposal not fully addressing the requirements of AR 3.1.1 may be considered a non-responsive offer and may be eliminated from further consideration.

The City of Broken Arrow will notify all unsuccessful applicants of the contract award after a proposal has been accepted, the fee negotiated, and the contract executed.

Copies of the request for proposal may be obtained by calling the Engineering Department, 918-259-8414, and requesting an RFP packet.

Questions concerning the Request for Proposal may be addressed to the City Engineer, 918-259-8284.

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City Manager

Advertised:

CITY OF BROKEN ARROW  
REQUEST FOR PROPOSALS

PROJECT NUMBER

I. PROPOSED PROJECT SCOPE

1. Project Name:
2. Contract/Project Number:
3. Project Location:
4. Land Required:
5. Project Description: The proposed contract is for preparation of (describe project)
6. Construction Cost Estimate:
7. Proposed Scope of Services and Project Deliverables:

A. PRELIMINARY PHASE: (Change as required)

- 1) Perform or have performed all necessary surveys for this phase of the contract. Surveys shall include establishing reference points and bench marks at each end of the project and setting PK nails at each station throughout the project.
- 2) Determine the horizontal and vertical location of all known utilities in the project area. Locations shall be tied to survey data and delineated on the construction drawings.
- 3) Prepare and submit to the City for review and approval, preliminary engineering studies, designs, outline of specifications, preliminary city utility relocation plans (if required) and functional plans. This shall include:
  - a) Outline specifications shall include the number of the standard specification to be used and any proposed changes to the specification. Any non-standard specifications shall be provided in their entirety.
  - b) Preliminary City utility relocation plans (if required) shall include:
    - (1) Cover sheet with project location & sheet index
    - (2) P & P sheets 1:50 scale
    - (3) Typical details

(4) Cross sections

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c) Functional plans shall include:

- (1) Cover sheet with project location & sheet index
- (2) P & P sheets 1:50 scale
- (3) Typical details
- (4) Cross sections

- 4) Prepare a preliminary estimate of construction cost and construction time for the project.
- 5) Participate in plan in hand with City officials (if required).
- 6) Document all substantial meetings, conferences, coordination, etc. and send documentation.
- 7) Deliverables: Designer shall submit 5 sets of preliminary plans and outline specifications for review.

**B. FINAL DESIGN PHASE:** - (To be executed on approval of the preliminary phase plans). (Change as required)

- 1) Participate in a final design meeting with the City to review project requirements, scope of work, and establish scheduling milestones.
- 2) Document all substantial meetings, conferences, coordination, etc., and send documentation to the City within two (2) days.
- 3) Make necessary additional field surveys for the final design of the project.
- 4) Develop alternatives to ensure that the cost of the project remains within budgeted funds. If it is determined that it is not possible to construct the required project within the budgeted funds, the A/E will immediately notify the City.
- 5) Prepare final legal descriptions for utility easements and temporary construction easements (if required). Submit required easements to the City on forms provided by the City.
- 6) Prepare detailed contract drawings in conformance with ODOT drafting standards.
  - a) The utility relocation final contract drawings, if required, shall include as a minimum:
    - (1) Cover sheet with project location & sheet index
    - (2) P & P sheets 1:50 scale
    - (3) Typical Details
    - (4) Construction notes and summary of quantities

- b) Functional plans shall include:
  - (1) Cover sheet with project location & sheet index
  - (2) P & P sheets 1:50 scale
  - (3) Typical details
  - (4) Cross sections
  
- 7) Prepare 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. Final contract documents shall include as a minimum:
  - a) Standard City of Broken Arrow Proposal Information and Documents
  - b) Standard City of Broken Arrow Contract Bonds and Documents
  - c) Standard City of Broken Arrow General Conditions
  - d) Standard City of Broken Arrow Control of Equipment Specifications
  - e) Special Provisions
  - f) Construction Specifications
  - g) Materials Specifications
  
- 8) Designer shall submit 5 sets of plans and 3 copies of contract documents for review.
  
- 9) Submit final contract drawings, other contract documents, and cost and time estimates to the City for final review and approval. Computations and work sheets to be furnished.
  
- 10) Assist the City as required in advertising for bids for construction.
  
- 11) If required, conduct a pre-bid conference with all bidders.
  
- 12) Serve as the technical question point of contact during bidding and if required, prepare any necessary addenda to clarify contract documents.

C. FINAL DELIVERABLES: The Engineer shall provide the City with contract documents, plans and specifications for construction of the proposed Main Street Renovation. These shall consist of: (change as required)

- 1) Electronic media copy of plans.
- 2) Sepia masters of plans suitable for reproduction.
- 3) Electronic media copy of contract documents.
- 4) One (1) master copy of contract documents.

II. Schedule of Selection Process:

- 1. September 19, 1994: Mail the RFP to A/E firms and advertise as required.

2. October 24, 1994: All proposals to be returned by 5:00 p.m., to the City of Broken Arrow Engineering Department, Room 103, P.O. Box 610, 220 South First Street, Broken Arrow, Oklahoma 74013.

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1. November 7, 1994: Selection Board reviews RFP's and rate the firms in accordance with City of Broken Arrow Administrative Regulation 3.1.1.
4. November 10, 1994: The City Manager approves a short list of the top 3 firms and firms not making the short list are notified.
5. November 15, 1994: Interview the short list of firms and rate firms in accordance with AR 3.1.1.
6. November 18, 1994: Negotiate with selected contractor. Should this negotiation be unsuccessful, negotiation will be undertaken with the next contractor in succession.
7. December 5, 1994: Award - Broken Arrow City Council awards professional service contract.
8. By December 16, 1994: All firms are notified.

Your firm is being invited to submit a proposal at this time. If you are not interested, please complete the "STATEMENT OF NO INTEREST FORM" and return.

### III. Proposal Requirements:

1. Letter of Interest.
2. City of Broken Arrow A/E Qualifications Statement (AR 3.1.1, Appendix J).
3. Specific information on similar projects.
4. Information submitted shall be in four (4) copies.

### IV. Required Affidavits:

Please prepare the attached Proposal Affidavit and Interest Affidavit and return with your proposal.

### V. Submittal Requirements:

1. All bidders must submit a proposal in accordance with this request for proposal and must address all items described in the "Request for Proposals". All proposals must be submitted no later than 5:00 p.m. on October 24, 1994 and should be addressed to City Engineer, Engineering Department, City of Broken Arrow, 200 S. 1st Street, Room 103, Broken Arrow Oklahoma 74012. Each proposal must be submitted in a sealed envelope with the following label: "**Project**

**Name and Number"**

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2. No proposal will be accepted for consideration after the deadline specified above. All proposals will be evaluated in accordance with the City of Broken Arrow Administrative Regulation 3.1.1. Any proposal not fully addressing the requirements of AR 3.1.1 may be considered a non-responsive offer and may be eliminated from further consideration.

VI. Notes:

1. The City reserves the right to terminate the selection process at any time and reject any or all offers. The City shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.
2. Please be advised that the rating points assigned during the evaluation process are totally subjective and will be assigned at the City's discretion. The points assigned are to be used by the City as a guide in determining to whom to award this contract. The firm selected may or may not be the highest rated firm as determined by the rating process.

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City manager

**PROPOSAL AFFIDAVIT**

Project Name:  
Project Number:

The following affidavit is to accompany the bid:

STATE OF \_\_\_\_\_ )  
  )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath states that s(he) is the agent authorized by the proposer to submit the attached bid. Affiant further states that the proposer has not been a part of any collusion among proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from proposing; or with any State, County, or City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between proposer and any Federal, State, County or City official concerning exchange of money or other thing of value for special consideration in the letting of the contract.

X \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**STATEMENT OF NO INTEREST**

Project Name:  
Project Number:

If you **DO NOT** intend to submit a proposal, please return this form immediately.

The Engineering Department of the City of Broken Arrow wishes to keep its list of A/E firms up-to-date. If, for any reason you decide to not respond to this RFP, please complete this form and return it to the Engineering Department. **If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you no longer desire to be on our list of A/E firms.**

We have declined to submit a proposal for the services outlined this RFP.

- \_\_\_\_\_ Current workload prohibits submitting a proposal.
- \_\_\_\_\_ This firm is not interested in this type of work.
- \_\_\_\_\_ Insufficient time to respond to request for proposal.
- \_\_\_\_\_ This firm is not interested in doing work for the City of Broken Arrow.
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
(street address) (city) (state) (zip)

**FIRM FIXED PRICE TYPE A/E SERVICES CONTRACT GUIDELINES**

1. Evaluation Points:

<u>Factor Considered</u>	<u>Maximum Points</u>
Firm's capacity and commitment	30
Previous Experience	30
Proposed Project Personnel	<u>40</u>
	100

2. Evaluation Guidelines:

- a. For this type of contract capacity to meet the required time lines will be more important than history of past projects, which is more important than commitment.
- b. Ensure that proposed project personnel have experienced with the type and size of project.
- c. Check project managers experience on this type of project.
- d. Check if projects listed were completed on time and within budget.

3. Scope for this type of contract:

- a. Detailed description of type of work to be done.
- b. Detailed description of products required at the end of the contract.
- c. Detailed description of design parameters.
- d. Clarify right of way and utility relocation requirements to be included in the contract.

**COST PLUS TYPE A/E SERVICES CONTRACT GUIDELINES**

1. Evaluation Points:

<u>Factor Considered</u>	<u>Minimum Points</u>
Firm's capacity, commitment, and history	30
Proposed Project Personnel	30
Project approach	<u>40</u>
Total	100

2. Evaluation Guidelines:

- a. The commitment of the firm to the contract is of primary importance. The capacity of the firm to complete the projects is second followed by the firms history on this type of contract.
- b. Ensure proposed project manager has experience on the type of project proposed and cost plus contracts.
- c. Check previous cost plus contracts to ensure they were completed on time and within budget.
- d. Ensure proposed personnel have experience on this type of project.
- e. Check the project approach for preliminary research, aggressive schedule, and cost saving measures.

3. Scope for this type of contract:

- a. General description of type of work to be done.
- b. Detailed description of products required at the end of the contract.
- c. Detailed description of design/study standards.
- d. Clarify right of way and utility relocation requirements included in the contract.

**INCREMENTAL TYPE A/E SERVICES CONTRACT**

1. Evaluation Points:

<u>Factor Considered</u>	<u>Minimum Points</u>
Firm's capacity, commitment, and history	30
Proposed Project Personnel	35
Project Approach	<u>35</u>
Total	100

2. Evaluation Guidelines:

- a. The commitment of the firm to the contract is of primary importance. The capacity of the firm to complete the projects is second followed by the firms history on this type of contract.
- b. Ensure proposed project manager has experience on the type of project proposed and cost plus contracts.
- c. Check previous cost plus contracts to ensure they were completed on time and within budget.
- d. Ensure proposed personnel have experience on this type of project.
- e. Check the project approach for preliminary research, aggressive schedule, and cost saving measures.

3. Scope for this type of contract:

- a. General description of type of work to be done.
- b. Detailed description of products required at the end of the contract.
- c. Detailed description of design/study standards.
- d. Clarify right of way and utility relocation requirements included in the contract.

**REQUIREMENTS TYPE A/E SERVICES CONTRACT GUIDELINES**

1. Evaluation Points:

<u>Factor Considered</u>	<u>Minimum Points</u>
Firm's capacity and commitment	30
Previous Experience	30
Proposed Project Personnel	<u>40</u>
Total	100

2. Evaluation Guidelines:

- a. The commitment of the firm to the contract is of primary importance. The capacity of the firm to complete the projects is second followed by the firms history on this type of contract.
- b. Ensure proposed project manager has experience on the type of project proposed and cost plus contracts.
- c. Check previous cost plus contracts to ensure they were completed on time and within budget.
- d. Ensure proposed personnel have experience on this type of project.
- e. Check the project approach for preliminary research, aggressive schedule, and cost saving measures.

3. Scope for this type of contract:

- a. General description of type of work to be done.
- b. Detailed description of products required at the end of the contract.
- c. Detailed description of design/study standards.
- d. Clarify right of way and utility relocation requirements included in the contract.

**EVALUATION OF A/E FIRMS MEMORANDUM**

**MEMORANDUM**

**TO:** CITY MANAGER  
CITY ENGINEER  
PUBLIC WORKS DIRECTOR  
\_\_\_\_\_ DIRECTOR

**FROM:** CITY ENGINEER

**DATE:**

**SUBJECT:** Evaluation of Proposals for Contract No. \_\_\_\_\_, (Contract Name)

As a member of the Selection Board for the subject contract, please review the attached proposals and evaluate them on the points listed below. Please forward the completed form to the City Engineer's office not later than (date). Please review Appendix \_\_\_ of AR 3.1.1 prior to completing the worksheet below.

Firm Name	Firm Capacity & Commitment ( - Points)	Personnel Qualifications ( - Points)	Project Approach ( - Points)
_____			
_____			
_____			

Your assistance in this matter is appreciated.

\_\_\_\_\_  
City Engineer

**FINAL A/E FIRM SELECTION FORM**

Contract No.

Contract Name:

Date of Selection:

Prior to completing this form review Appendix G of AR 3.1.1

Firm Name: \_\_\_\_\_

Firm Capacity,

Commitment,  
and history

( - Points) \_\_\_\_\_

Personnel

Qualifications

( - Points) \_\_\_\_\_

Project Approach

( - Points) \_\_\_\_\_

SUBTOTAL \_\_\_\_\_

Interview

( - Point) \_\_\_\_\_

TOTAL \_\_\_\_\_

Ranking \_\_\_\_\_

Signature of Board Members

**A/E SERVICES PAYMENT REQUEST**

CITY OF BROKEN ARROW  
A/E SERVICES CONTRACT PAYMENT REQUEST

CONTRACT NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

DESIGN FIRM: \_\_\_\_\_

PAYMENT REQUEST # \_\_\_\_\_ DATE: \_\_\_\_\_

PHASE DESCRIPTION: \_\_\_\_\_

Work Task Description	Total Fee	% of Phase	Estimated % Complete	Total % Complete	Total Fee Earned
<b>TOTALS:</b>					

PAYMENT REQUESTED BY: \_\_\_\_\_  
A/E Contractor

RECOMMENDED FOR APPROVAL: \_\_\_\_\_  
City Engineer

APPROVED FOR PAYMENT: \_\_\_\_\_  
City Manager

**A/E QUALIFICATION STATEMENT**

**APPENDIX J - AE QUALIFICATION STATEMENT**

**NOTE:** Standard Federal Forms 254 and 255 may be substituted for this form.

1. Project Identification

RFP#:

Project Description:

**PLEASE PRINT LEGIBLY OR TYPE WHEN FILLING OUT THE REMAINDER OF THIS FORM.**

2. Firm:

3. Date Established:

4. Firm structure (individual, partnership, corporation, etc.)

5. State in which firm is organized:

6. Home office business mailing address (city, state, phone number):

7. Branch office (address & phone number):

8. Principles of the firm (names & titles):

9. Associate members of the firm (names & titles):

a. Architects:

b. Mechanical Engineers:

c. Electrical Engineer:

d. Land Surveyors:

e. Structural Engineers:

f. Civil Engineers:

g. Landscape Architects:

h. Planners:

i. Highway Engineers:

j. Traffic Engineers:

k. H & H Engineers:

l. Transportation Engineers:

m. Soils Engineers:

n. Other key personnel:

o. Other professional specialists:

10. Number of employees in your organization presently:

11. Outside consultants usually employed by your firm:

Name of Firm & Address:

Category of work:

12. Resume of proposed Professional Staff (list proposed project manager first:

a. Name:

Position in Firm:

Years of Experience:

Years in this Firm:

Education: (college, degree, year, specialization):

Professional Organizations of which you are a member:

Registration (state, year and number):

List 5 projects in which this individual was involved that apply to the areas for which you are requesting consideration:

**NOTE: Add as many copies of the form in 12a. as necessary to detail proposed personnel.**

13. List recent (within 5 years) similar private, city, county, state, or federal projects that your firm has completed.

a. Name of Project:

Location:

Name & Address of Owner:

Year Work Completed:

Estimated Construction Cost:

**NOTE: Copy 13a. for as many projects as you wish to list.**

- 14. Financial References: (list two organizations that will provide references and attach a current financial statement, this statement will be kept confidential)
  
  
  
  
  
  
  
  
  
  
- 15. Purpose of submitting this application: I/we wish to be considered for the service contract listed in the referenced RFP.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(Firm name)

Date: \_\_\_\_\_

**NOTES:**

- 1. Please attach any brochures, pamphlets, or other material that give descriptive information concerning your firm.
  
- 2. The City of Broken Arrow Purchasing Department, P.O. Box 610, Broken Arrow, Oklahoma 74013

**APPENDIX K - SAMPLE CONTRACT MODIFICATION**

**CITY OF BROKEN ARROW, OKLAHOMA  
ENGINEERING DEPARTMENT**

**AE CONTRACT MODIFICATION**

Project Name: \_\_\_\_\_ Contract No. \_\_\_\_\_

Date: \_\_\_\_\_ Modification No. \_\_\_\_\_

Approval is requested for the following modification:

Which is necessary for the following reasons:

Additions to Original Contract (Project Estimate Worksheet Attached)

Item No.	Description	Amount
----------	-------------	--------

Deductions from Original Contract

Item No.	Description	Amount
----------	-------------	--------

Net Amount overrun or under run

Submitted by \_\_\_\_\_ Date \_\_\_\_\_

Recommended for Approval \_\_\_\_\_ City Engineer \_\_\_\_\_ Date \_\_\_\_\_

Negotiated on: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Engineer \_\_\_\_\_ Date

Approved: \_\_\_\_\_ City Manager \_\_\_\_\_ Date

This modification represents an \_\_\_\_\_ on Contract No. \_\_\_\_\_

In line with Council Minutes of Agenda Item No.: \_\_\_\_\_

**APPENDIX K - SAMPLE LETTER OF COMPLETION**

123 Engineering Company  
420 S. Main  
Podunk, Ok 00000

Re: Wigget Road Improvement Project  
Contract No. 0-0-(90)

Gentlemen:

I have received the final documents for the referenced contract. It has been a pleasure working with your firm on this project. Upon receipt of your final bill the City will close the referenced contract.

The City provides all AE contractors with an evaluation of their performance. this evaluation is retained in our files and serves as a basis for future contract awards. In the rating scheme 10 is the best and 0 is the worst rating. Should you have questions concerning your evaluation, please contact me.

AE Firm: 123 Engineering Company  
Project Title: Wigget Road Improvement Project  
Contract No. 0-0-(90)

Area Rated	Rating
Quality of Plans	9
Quality of Specifications	9
Timeliness	8
Responsiveness	9
	Total: 35

Thanks for your interest and assisting in improving Broken Arrow.

Sincerely,

**A/E SAMPLE PROJECT SCOPE**

**APPENDIX L - SAMPLE PROJECT SCOPE**

**PROJECT NAME:** This paragraph will describe a descriptive name for the project which will be easily identifiable by all personnel in the City government.

**CONTRACT/PROJECT NUMBER:** This will be a unique number assigned by the Engineering Department to the AE contract and the resulting construction contract.

**PROJECT LOCATION:** This paragraph will be used to identify the location of the project using streets as boundaries, not using specific survey terms.

**LAND REQUIRED:** This paragraph will be used to describe in square feet or acres the amount of land required, the exact legal description of the land required will be included in this paragraph, and the status of City ownership of the land will be clarified.

**PROJECT DESCRIPTION:** This paragraph will be used to describe the project in the form such as: 200 linear feet of 18" sewer collection system with 4 manholes or animal shelter building with 540 sq. ft. construction of concrete block with water, sewer and electrical connections. This project description will be sufficiently detailed to allow the City Manager a full understanding of the project that is to be constructed.

**SCOPE OF SERVICES AND DELIVERABLES:** List services required and the items the City expects to receive from the design A/E such as: design documents, right-of-way legal descriptions, plans, and contract documents.

**INITIAL PROJECT COST ESTIMATE:** This paragraph will be used to provide a initial project cost estimate based on the means square foot method of determining initial project cost. If land purchase is required, the price estimated for the land will be set aside as a separate item in the cost estimate.

**APPENDIX M - SAMPLE PROJECT ESTIMATE****PROJECT ESTIMATE WORKSHEET**

Project Name: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Work Activity 1: Initial Investigation  
Labor:

Type Employee	Estimated Hours	Cost Per Hour	Estimated Total Cost
Civil Engineer	10	30.00	\$300.00
Civil Technician	8	22.00	176.00
Draftsman	14	15.00	210.00
Typist	8	10.00	80.00
Subtotal			\$766.00

Materials and Miscellaneous:

Item	Estimated Number of Items	Cost Per Item	Estimated Total Cost
Sepia Master (24x36)	2	10.00	\$ 20.00
Reproduce 8 ½ x11"	300	.06	18.00
Travel (miles)	200	.22	44.00
Typist	8	10.00	80.00
Subtotal			\$ 82.00

Activity 1 Total: \$ 848.00

Work Activity 2: Design Drainage Structure

## Materials:

Item	Estimated Numbers of items	Cost Per Item	Estimated Total Cost
Civil Engineer	140	30.00	\$ 4,200.00
Civil Technician	275	22.00	6,050.00
Draftsman	200	15.00	3,000.00

Subtotal \$13,250.00

Activity 2 Total: \$13,250.00

Work Activity 3: Paving Design

## Materials:

Item	Estimated Numbers of items	Cost Per Item	Estimated Total Cost
Civil Engineer	48	30.00	\$ 1,440.00
Civil Technician	65	22.00	1,430.00
Draftsman	40	15.00	600.00

Subtotal \$ 3,470.00

Activity 3 Total: \$ 3,470.00

Work Activity 4: Sidewalk Design

## Materials:

Item	Estimated Number of items	Cost Per Item	Estimated Total Cost
Civil Engineer	22	30.00	\$ 660.00
Civil Technician	9	22.00	198.00
Draftsman	80	15.00	1,200.00

Subtotal \$ 2,058.00

Activity 4 Total: \$ 2,058.00

**ESTIMATE TOTALS**

Activity                      Estimated Cost

1	848.00
2	13,250.00
3	3,470.00
4	2,048.00
5	
6	

Total: \$ 19,626.00

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Signature of Firm Principal

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Name of Firm