



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION #1

City of Shawnee / Shawnee Municipal Authority

FNI Project: _____

16 W. 9th St.

Client Contract: _____

Shawnee, OK 74801

Date: 11/30/2022

Project Name: T.O. 1 N Park Avenue 14 Inch WL Replacement**Description of Services:** Please reference attached Scope of Services**Deliverables:** Please reference attached Scope of Services**Schedule:** Please reference the attached Project Schedule**Compensation Type:** Per following breakdown

Basic Services	Design	\$72,060.00	Lump Sum
Basic Services	Bid	\$7,010.00	Lump Sum
Basic Services	Construction	\$19,890.00	Not to Exceed
Special Services	Topographic Survey	\$19,250.00	Lump Sum
Special Services	Environmental	\$3,830.00	Lump Sum
	Total	\$122,040.00	

Amount Authorized: \$122,040.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF SHAWNEE / SHAWNEE MUNICIPAL
AUTHORITY

FREESE AND NICHOLS, INC.

DocuSigned by:
By: Andrea Weckmueller-Behringer

By: Alan C. Hutson

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Name: Andrea Weckmueller-Behringer

Name: Alan C. Hutson, PE

Title: City Manager

Title: Principal/Vice President

Date: 12/20/2022

Date: 11/30/2022

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

The scope of this project includes replacing approximately 0.5 miles of existing 14-inch water line that runs along Park Avenue from Federal Street to Independence Street. The scope includes four (4) phases which are summarized as follows: Task A: Preliminary and Final Design, Task B: Bid Phase, Task C: General Construction Services, and Task SS: Special Services. The scope from the standard agreement will be used in addition to the detailed scope of services below. The design will be based upon a single pipe material, which is anticipated to be HDPE. The proposed water line is anticipated to be 18-inch in size. All proposed construction is anticipated to take place within existing R/W or easements and thus no easement acquisition is anticipated nor included in the scope of work.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PRELIMINARY AND FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:
1. Kickoff Meeting. This meeting will be held to introduce the Project team members, establish protocol and lines of communications, gather all available documents pertinent to the Project and discuss project scope and schedule. ENGINEER will document the results of the meeting in the form of meeting minutes.
 2. Review previously prepared construction plans, land records, or other pertinent documents on file in the Engineering Department of the City, or other appropriate agencies. Conduct one (1) field visit. Advise Client as to the necessity of Client's providing or obtaining data or services from others and assist Client in connection with any such services.
 3. Utility Coordination. Contact and coordinate with franchise utility companies to inform them of the Project, update record information, coordinate survey and base mapping information, identify possible conflicts, and establish critical issues for preliminary design. Attend up to one (1) utility coordination meeting.
 4. Review Meetings. ENGINEER will conduct progress review meetings during the detailed design phase to review work completed, project schedule and other issues for up to two (2) meetings. ENGINEER will document the results of the meeting in the form of meeting minutes.
 5. PRELIMINARY DESIGN:
 - a. Preliminary Alignment: ENGINEER to prepare a proposed alignment along the project corridor. The proposed alignment will be sent to the CLIENT for review and concurrence.
 - b. Prepare preliminary design documents consisting of preliminary drawings, details, and outline specifications.
 - i. Water Line Plan and Profile (12" or larger): 1"=20' horizontal scale on 22"x34" full size sheets
 - c. Based on the information contained in the preliminary design documents, submit an opinion of probable Project Costs.
 - d. Provide design submittal at 50% (Preliminary) design milestone.

- e. Furnish three (3) printed copies and one (1) electronic copy (.pdf format) of the above preliminary design documents and present and review them with CLIENT.
 - f. Engineering Report (ER). A ER will be provided to the CLIENT to coordinate the scope of the project with OWRB in conjunction with funding requirements. The ER will include the following information to review:
 - i. General description of the water system and source.
 - ii. Site map.
 - iii. Need and purpose for the project.
 - iv. Alternatives considered (if applicable) and associated costs.
 - v. Proposed alternative.
 - vi. Design and hydraulic information.
 - vii. Comprehensive cost estimate for the project including construction, engineering, inspection, legal fees, financial advisor (if applicable) and contingency.
 - viii. Discussion of coordination with any local, state, or federal entities (if applicable) which may be involved in the construction of this water line.
 - ix. Conclusions and Recommendations.
6. FINAL DESIGN: Upon approval of the Preliminary Submittal, FNI shall provide professional services in this phase as follows:
- a. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (if surveys are to be furnished, they are Special Services, pursuant to Article II, or Additional Services, pursuant to Article III).
 - b. Traffic Control - Traffic control for the water line installation will be handled through narrative and notes on the general notes page, detailing to the contractor the anticipated closure needs. This traffic control plan (TCP) narrative will be developed in coordination with the utility plans in the final design phase. The TCP narrative will be phased such that each block will be closed to through traffic with temporary access being given to direct residents of that block and no more than one block at a time will be closed (five phases of construction). Notes will be added to the narrative to cover the contractor maintaining access to resident drives. Detailed Traffic Control plan sheets or local detours are not included.
 - c. Prepare revised opinion of probable construction cost.
 - d. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 - e. Provide design submittals at 100% (Final) design milestone.
 - f. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Client.
7. Permitting. ENGINEER will submit drawings, specifications, and Construction Contract Documents to the applicable federal and state agency(s) for approval, where required. The costs associated with any permits will be paid by the CLIENT. Known permits include:
- a. ODEQ Construction Permit
- B. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Client, FNI shall provide professional services in this phase as follows:
1. Assist Client in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.

2. Contract Document Production and Distribution method will be via the online CivCast website or OWNER website. ENGINEER will produce and upload 100% complete Contract Document sets to CivCast for bidding purposes.
3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
4. Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
5. Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference.
6. At Client request, FNI will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Client. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
7. Assist Client in the preparation of Construction Contract Documents for construction contracts. Provide **ten (10)** sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor. Distribute **five (5)** copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Client with the remaining **five (5)** copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

C. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services on an as-needed basis and as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting pre-construction conference(s) with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract.
2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
3. Make up to two (2) visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.
4. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
5. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
6. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
7. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. TOPOGRAPHIC AND SUE SURVEY

- 1.1. Utilize provided alignment to complete topographic surveying support within the attached limits of surveying support:
 - 1.1.1. Full topographic data will be obtained within the limits of survey (attached hereto)
 - 1.1.2. OKIE ticket will be submitted to aid in the location of underground utilities
 - 1.1.3. Right of way data will be shown according to the current Pottawatomie County Assessor's data. If property reports are required at a later date, this data may be revised to reflect additional recorded instrument data.
 - 1.1.4. City of Shawnee, Oklahoma atlas sheets will be obtained and utilized to locate public utilities (sewer, storm, water) and to verify pipe sizes and material.
- 1.2. Benchmarks/control points will be established outside of the proposed limits of construction at 500-foot intervals (maximum).
- 1.3. Utilize benchmarks as available and referenced to the Oklahoma State Plane Coordinate System South Zone (3502) and North American Vertical Datum (NAVD 88)
- 1.4. Review by Professional Land Surveyor
- 1.5. Provide CAD file and field notes used to complete the surveying support services

2. ENVIRONMENTAL CLEARANCE

- 2.1. Environmental desktop evaluation, documentation, and report submission to OWRB/ODEQ in support of a categorical exclusion (CATEX), as required to receive funding on the project. This task does not include a site visit for field verification or delineation of potential or identified waters of the U.S. or wetlands or the preparation of additional NEPA documentation such as an Environmental Assessment (EA).

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Property reports can be provided to determine current ownership and to show any recorded easements or rights of way along the proposed alignment.
2. Proposed Easement support documents (legal descriptions and exhibits) can be created to meet the current City of Shawnee guidelines.
3. Proposed easements can be staked (one time per fee item) as requested.

4. Right-of-way access permitting and/or landowner coordination or right-of-entry permission.
5. Additional exploratory drilling and associated laboratory testing due to unexpected site or subsurface conditions.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the schedule presented in Exhibit B.

Milestone/Deliverable	Calendar Days / Deadline
Initial kick-off/Coordination Meeting	14-days from receipt of Notice to Proceed
Submit Preliminary Plans	12 Weeks from Initial Kickoff Meeting
Submit Final Plans	8 Weeks from Prelim Comments
Bid Phase	Approximately 8 Weeks from Signed Sealed Plans
Construction Phase	Approximately 25 Weeks from Bid Phase

EXHIBIT B – PROJECT SCHEDULE

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.

- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Seth Barkhimer, P.E.

Phone: (405)-878-1506

Email: seth.barkhimer@shawneeok.org

Client's Accounting Representative – Lindsey McNabb-Fox

Phone: (405)-878-1650

Email: lindsey.fox@shawneeok.org

FNI's Designated Representative – William (Clay) Herndon, P.E.

Phone: (405) 252-5934

Email: wch@freese.com

FNI's Accounting Representative – Stephanie Kirchstein

Phone: (817) 614-2360

Email: stephanie.kirchstein@freese.com

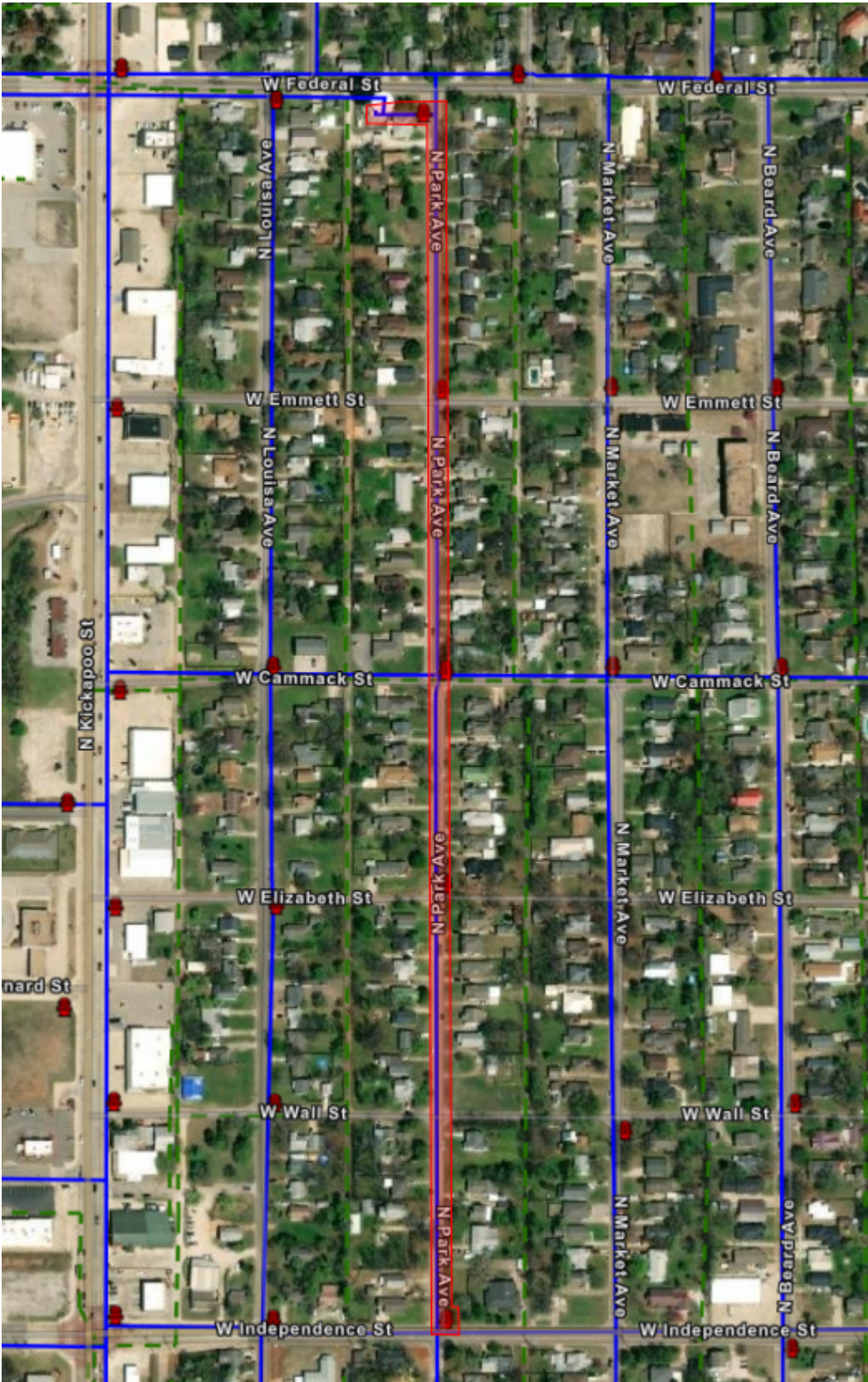


EXHIBIT A – PROJECT LOCATION