

**CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES CONTRACT NUMBER EC160001**

1. Architect/Engineer Firm:

- a. Name: Nicholls Consulting, PLLC
- b. Telephone No.: 918-814-3723
- c. Address: 8421 N 69th E Ave., Owasso, OK 74055

2. Project Title and Location: Engineering Consultant at the Engineering and Construction Department located at 485 N. Poplar Ave., Broken Arrow, OK 74012

3. Contract for: The City of Broken Arrow (Owner) requires certain professional services in order to maintain a satisfactory level of support and service of the current workload in project management.

As a result, the Owner requires that Nicholls Consulting PLLC provide certain specific professional services detailed below under Scope of Services.

4. Contract Data:

- a. Contract Amount: Not to Exceed \$50,000.00.
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is approximately 90 calendar days.

5. The City of Broken Arrow (“City”), represented by the City Manager, and the Consultant, identified in paragraph 1 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. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions attached to this Contract
- d. General Provisions set out in this Contract
- e. RFP for this Contract
- f. Consultant’s Proposal for this Contract

6. Contract approved by the City Manager on: _____

**CITY OF BROKEN ARROW
ENGINEERING CONSULTANT
PROFESSIONAL SERVICES CONTRACT NUMBER EC160001**

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Nicholls Consulting, PLLC (Consultant) with its principal place of business located at 8421 N 69th E Ave., Owasso, OK, hereby enter into the following Contract:

The City Manager representing the City has requested that consultant provide certain professional services.

The Consultant is qualified and competent and has agreed to perform all duties, responsibilities and requirements set forth in the Special Provisions Attachment, attached hereto and made a part hereof.

This contract shall take effect upon execution and shall remain in effect for a period of approximately ninety (90) calendar days.

It is agreed that the Consultant shall be compensated at the rate of not to exceed Fifty thousand dollars (\$50,000.00). The Consultant shall submit invoices, requesting payment for services rendered, to the City Engineering Manager in accordance with actual hours worked at an hourly rate of \$110.00 per hour. The invoices shall be in a format satisfactory to the City Engineering Manager. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

Consultant shall perform the services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by Consultant's profession that are in effect at the time of performance of these services.

It is expressly understood that Consultant is retained by the City to perform professional services on behalf of City and that the Consultant is an independent contractor of City for the purposes of carrying out its obligations under this Contract.

The parties agree that all persons working for the City under this Agreement shall be employees of the Consultant and shall not be considered employees of the City. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the City and the Consultant nor any officer, employee, contractor or representative of the City.

During the performance of the services under this Agreement, Consultant shall maintain the following insurance:

- (1) General Liability insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile liability insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability insurance with a limit of \$1,000,000 annual aggregate. (only if the Consultant functions as the Engineer of Record and signs and seals engineering documents)

Consultant shall furnish Owner certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner. All Project sub-consultants shall be required to name Owner and Consultant as certificate holders on their certificate of insurance for the Project, and shall be required to indemnify Owner and Consultant to the same extent. Consultant shall be held responsible to submit certificates of insurance for sub-consultants to Owner prior to the sub-consultant's release to commence work.

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

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.

Approved as to form:

City of Broken Arrow, Oklahoma
A Municipal Corporation

Assistant City Attorney

By: _____
Michael L. Spurgeon, City Manager

Attest:

Date _____

City Clerk [Seal]

Nicholls Consulting, PLLC

By: Geneva Nicholls
Geneva Nicholls

Attest:


Corporate Secretary (Seal)

Date: _____

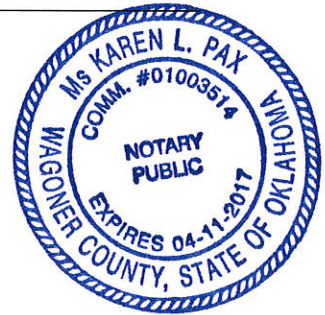
VERIFICATIONS

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 29 day of April 2016, personally appeared Geneva Nicholls, known to me to be the President of Nicholls Consulting, PLLC and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES CONTRACT
ENGINEERING CONSULTANT
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER EC160001**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Assist the Engineering and Construction Department with Project Management on multiple projects that are in different stages of design. The Consultant will assist on many varied projects in order to keep critical and crucial projects moving until a permanent Project Engineer can be hired.

SP- 2.0 RESPONSIBILITIES OF THE CITY:

2.1. Furnish to Consultant all data, in its possession, necessary for the service provider to complete the contract requirements.

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

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1 The Consultant shall act as the City's Project Manager on various infrastructure projects as assigned. The infrastructure projects will be in the areas of water, sanitary sewer, streets, buildings and parks. Project Management duties will include but are not limited to the following:

- 3.1.1 Prepare or review architectural/engineering (A/E) agreements or amendments.
- 3.1.2 Act as the City's main point of contact for the assigned projects.
- 3.1.3 Schedule scoping, kick-off and design review meetings.
- 3.1.4 Direct A/E questions to appropriate departments and respond to A/E inquiries.
- 3.1.5 Distribute plans, specifications, estimates and reports on assigned projects to appropriate departments for review.
- 3.1.6 Review A/E submittals with respect to City, State and Federal standards and/or codes.
- 3.1.7 Coordinate staff comments and furnish comments to the A/E.
- 3.1.8 Act as the meeting lead at the design review meetings.
- 3.1.9 Prepare and submit any City permit applications for the projects. Typical City permits needed would be Stormwater Development, Floodplain Development, Construction and Building.
- 3.1.10 Attend City E&C Department Staff meetings and update staff on assigned projects.

- 3.1.11 Coordinate with private and franchise utilities on relocations required for assigned projects.
- 3.1.12 Coordinate acquisition of right of way required for assigned projects.
- 3.1.13 Monitor payments to architects/engineers and others to ensure that contracts are not overspent for assigned projects.
- 3.1.14 Coordinate with funding agencies and prepare reimbursement forms as applicable to assigned projects.
- 3.1.15 Reviews bid tabulations; conducts evaluations of low bidders.
- 3.1.16 Prepares agenda items and fact sheets for City Council, Broken Arrow Municipal Authority, Broken Arrow Economic Development Authority approval or denial.

3.2 It is understood that the consultant will work from the City of Broken Arrow Operations Office building in the office of the Engineering and Construction Department.

3.3 Engineering and Construction Department normal hours are from 7:00 am to 4:00 pm. Although meetings and other assignments can extend after 4:00 pm.

3.4 It is anticipated that the Consultant shall be working approximately 30 hours per week. Actual hours will be determined by projects assigned and workload.

3.5 The Consultant will report directly to the Engineering Division Manager. The Engineering Division Manager will assign projects.

NICHOLLS CONSULTING, PLLC
STRUCTURES & INSPECTIONS

PO BOX 2291
OWASSO, OK 74055
OFFICE: 918.516.2334
EMAIL: geneva@nichollsconsulting.com

April 25, 2016

Jeff Bigby
City of Broken Arrow
485 N. Poplar St
Broken Arrow, OK 74012

RE: Letter of Fee Proposal for Contract Project Engineering

Mr. Bigby,

Nicholls Consulting, PLLC is pleased to present this letter of proposal for contract, hourly, project engineering services. As we discussed and mutually agreed my engineering services are available for an hourly rate of \$110.00. If this rate is approved, please sign and return this letter at your earliest convenience.

Feel free to contact me if you have any further questions or comments.

Sincerely,

Geneva Nicholls, PE
NCPLLC Owner

City of Broken Arrow

*Proposal superseded by
the Agreement*