

**CITY OF BROKEN ARROW**  
**PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NAME: USDOT BUILD GRANT APPLICATION**  
**PROJECT NUMBER: 195214**

**1. Professional Service Provider:**

- a. Name: INCOG (Indian Nations Council of Governments)
- b. Telephone No.: 918-584-7526
- c. Address: 2 West Second Street Suite 800 Tulsa, OK 74103

**2. Project Title:** USDOT BUILD GRANT APPLICATION

**3. Contract for:** Providing professional services associated with public works projects for the City of Broken Arrow. Professional services to include developing a grant application narrative, a benefit cost analysis (BCA) and completion of a BUILD Grant Application for expansion of 23<sup>rd</sup> Street and reconstruction of bridge over SH-51 project in Broken Arrow. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated as a lump sum, the total compensation under this contract is Twenty Thousand and No/100 (\$20,000.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Ninety (90) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Liquidated Damages:** N/A.

**8. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to the City on or before the effective date of this Agreement.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the "Immigration Laws").

**10. Governing Documents:** The parties 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 Agreement
- b. Duly Authorized Amendments arising out of this Agreement
- c. Special Provisions set out in this Agreement
- e. Professional Service Provider's Proposal for this Agreement

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

**12. Effective Date:** This Contract is effective on the date executed by the City Manager of the City of Broken Arrow.

[The remainder of this page intentionally left blank]

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:

Approved as to form:

L. Snapp  
Assistant City Attorney

By: M. Spurgeon by M.S.  
Michael Spurgeon, City Manager

Date: 7/1/19

Attest:

C. Wilborn  
City Clerk [Seal]

Date: 7/1/19



Professional Service Provider:

INCOG

By: Ann Down, Deputy Director  
for Rich Brierre, Executive Director

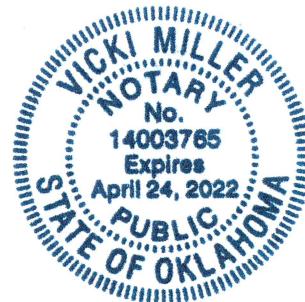
Date: 6/25/19

Attest:

By: Troy Wilborn  
Signature or Corporate Seal

Title: Troy Wilborn, CFO  
Official's Full Name, Office

Date: 6/25/19



#### VERIFICATIONS

State of Oklahoma )  
County of Tulsa )  
                          ) §

Before me, a Notary Public, on this 25<sup>th</sup> day of June 2019,  
personally appeared Rich Brierre, known to me to be the (President, Vice-President, Corporate  
Officer, Member, Partner or Other: Executive Director (Please circle or specify)) of  
(Entity's Full Legal Name) to be the identical person who executed the within and foregoing  
instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act  
and deed for the uses and purposes therein set forth.

Vicki Miller  
Notary Public

**CITY OF BROKEN ARROW**  
**PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NAME: USDOT BUILD GRANT APPLICATION**  
**PROJECT NUMBER: 195214**  
**SPECIAL PROVISIONS ATTACHMENT**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Services to include developing a grant application narrative, a benefit cost analysis (BCA) and completion of a BUILD Grant Application for expansion of 23<sup>rd</sup> Street and reconstruction of bridge over SH-51 project in the City of Broken Arrow. Work performed under the contract shall be performed on an a lump sum basis as agreed to by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as 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 materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP -3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide Professional Services to include developing a grant application narrative, a benefit cost analysis (BCA) and completion of a BUILD Grant Application for expansion of 23<sup>rd</sup> Street and reconstruction of bridge over SH-51 project.

3.2 Work will be billed a lump sum rate and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF CONTRACT SPECIAL PROVISIONS]

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
PROJECT NAME: USDOT BUILD GRANT APPLICATION  
PROJECT NUMBER: 195214**

**ATTACHMENT A: PROFESSIONAL SERVICE PROVIDER'S PROPOSAL**

**BETWEEN**  
**City of Broken Arrow**  
**AND**  
**Indian Nations Council of Governments (INCOG)**

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**THIS AGREEMENT** is made and entered into as of June 1, 2019 by and between City of Broken Arrow and INCOG.

**NOW, THEREFORE**, in consideration of the promises made herein, and other good and valuable consideration exchanged between the Parties, it is agreed:

**FIRST: EMPLOYMENT OF INCOG**

City of Broken Arrow retains INCOG to perform certain advisory services as an independent contractor subject to the terms, conditions, and stipulations as hereinafter stated.

**SECOND: PROJECT DESCRIPTION**

City of Broken Arrow has retained INCOG to provide services in support of a **USDOT BUILD Grant Application**.

**THIRD: SCOPE OF SERVICES**

The scope of work that WSP will perform to develop a grant application and narrative as well as a benefit cost analysis (BCA) for the **Build Application for expansion of Street and reconstruct bridge over SH-51 BUILD Grant Application** project (the "Project").

**FOURTH: COMPENSATION**

Compensation under this Agreement shall be paid by the Fixed Price method by, within, and according to the PROJECT Budget is set as a **Fixed Cost to the City of Broken Arrow at \$20,000.**

**FIFTH: EFFECTIVE DATE AND DURATION**

This Agreement shall become effective from the day and year first written above. Unless terminated or extended, this Agreement shall have a term of **Three Months**, and shall expire at the end of that period. City of Broken Arrow reserves the right, upon the mutual agreement of the Parties, to extend the term of this Agreement, and to increase the original compensation amount by giving written notice to INCOG at least ten (10) days prior to the expiration of the original term of the Agreement.

**SIXTH: PAYMENT**

Payments will be made within thirty (30) days after receipt of a proper invoice. Invoices shall be addressed to:

City of Broken Arrow  
Attn: Alex Mills  
220 S First Street  
Broken Arrow, OK 74103

**SEVENTH: SUBCONSULTANTS**

INCOG is expected to retain a consultant to provide the SERVICES for this PROJECT.

**IN WITNESS WHEREOF**, this Agreement for the **City of Broken Arrow BUILD Grant Application** project has been executed by the City of Broken Arrow and INCOG, effective from the day and year first written above.

**INCOG**

Signed: Ann Domin  
(Name, Title) Ann Domin, Deputy Director  
Dated: 6/25/19

**City of Broken Arrow:**

Signed: \_\_\_\_\_  
(Name, Title) \_\_\_\_\_  
Dated: \_\_\_\_\_