

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
EVENTS PARK AMPHITHEATER
PROJECT NUMBER: 23XXXX**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: Kimley-Horn and Associates, Inc.
- b. Telephone No.: 918.209.3191
- c. Address: 1437 S. Boulder Ave., Suite 930, Tulsa, OK 74119

2. PROJECT TITLE AND LOCATION: BROKEN ARROW EVENTS PARK PARKING LOT AND SITE ACCESS EXPANSION. LOCATED IN EVENTS PARK AT 21101 E 101ST STREET, BROKEN ARROW, OK 74014.

3. Contract for: Providing professional design services associated with public works projects for the City of Broken Arrow. Professional services to include providing conceptual design and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. 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 in a lump sum of Two Thousand and No/100 (\$2,000.00) for the Project Kick-Off Meeting.

Professional Service Provider shall be compensated in a lump sum of Nine Thousand Five Hundred and No/100 (\$9,500.00) for the Concept Site Plan and Due Diligence.

Professional Service Provider shall be compensated in a lump sum of Nine Thousand Five Hundred and No/100 (\$9,500.00) for the Roadway/Traffic.

Professional Service Provider shall be compensated in a lump sum of Three Thousand Five Hundred and No/100 (\$3,500.00) for the Opinion of Probable Construction Cost.

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 Fifteen (15) 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. 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 to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (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.

8. Indemnification: The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

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 Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

11. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

12. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

13. 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.

14. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY 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, a municipal corporation:

By: Michael L. Spurgeon
Michael L. Spurgeon,
City Manager

Date: _____

Attest: Curtis Green
City Clerk [Seal]

Date: 8/21/2023



Professional Service Provider:
Kimley-Horn and Associates, Inc.

By: Douglas Arnold

Title: Contract Specialist

Date: 08/19/2023

Attest: C. MAHAR
By: _____

Title: ASSISTANT SECRETARY

Date: 8/15/23

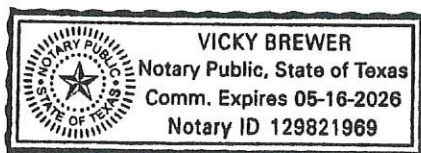
Approved as to form:

Graham Parker
Assistant City Attorney

TEXAS
State of Oklahoma)
County of TARRANT) §
Tulsa)

VERIFICATIONS

Before me, a Notary Public, on this 15 day of AUGUST 2023, personally appeared DOUGLAS ARNOLD, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: CONTRACT SPECIALIST (Please circle or specify) of Kimley-Horn and Associates, Inc. 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.



Vicky Brewer
Notary Public

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ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing the Conceptual Design and Related Support Services associated with the development of a parking lot and site access expiation at Events Park to support a new amphitheater. The new parking lot that accommodates 1,200 parking stalls will need to be designed for the site. Additionally, a six-lane entry/exit drive will need to be designed for site access along with potential signalization for the drive alone E 101st street. The subject site is approximately 60 acres. Work performed under the contract shall be performed on a not to exceed contract as requested 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 Project Kick-Off Meeting: The Professional Service Provider shall provide request schedule, prepare for, and attend a virtual kick-off meeting to discuss potential site layout and project expectations. The Professional Service Provider will prepare and distribute notes with suggested follow-up actions following the meeting.

3.2 Concept Site Plan & Due Diligence: The Professional Service Provider shall provide one AutoCAD preliminary site plan concept for the site parking layout and entry/exit drive. The Professional Service Provider will utilize the framework of the City's approved property dimensions and other criteria. The Professional Service Provider will also perform research and prepare a summary of readily available public information related to the site.

3.3 Roadway/Traffic: The Professional Service Provider shall provide a plan view concept drawing to the improvement of the existing site driveway and immediate roadway corridor. The concept drawing will include estimated ROW, proposed curb lines, proposed single pole locations, possible inlet relocations, headwall construction, and sidewalk relocation. The Professional Service Provider will develop the plan view concept by performing a site visit to

document existing infrastructure at the site driveway and immediate roadway corridor. The Professional Service Provider will recommend local corridor improvements as necessary to benefit the site ingress and egress traffic based off traffic observations during morning and evening peak hours.

3.4 Opinion of Probable Construction Cost (OPCC): The Professional Service Provider shall provide one OPCC based on the concept site plan. Readily available, published “stock” aerial topography, photography, FEMA floodplain maps, record drawings of existing infrastructure, previous land preliminary design, etc. will be utilized as applicable. Detailed design, modeling, calculations, investigations, analysis, etc. are not included in this task. The OPCC will include quantities and pricing for the following items and divisions:

- Clearing, excavation, and grading
- Storm drainage system
- Paving
- Erosion control
- Street signage
- Sidewalks and ADA ramps
- Roadway screening and buffering systems
- Inspection fee
- Misc. fees
- Engineering, construction staking, and permitting fees
- Notes, assumptions, qualifications, and exclusions.

3.5 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]