

**CONTRACT
CITY OF BROKEN ARROW
4 T BRIDGE IMPROVEMENTS TO REMOVE LOAD RESTRICTION
PROFESSIONAL SERVICES CONTRACT NUMBER: ST1303**

1. Architect/Engineer Firm:

- a. Name: NEO Design, LLC
- b. Telephone No.: 918-814-2964
- c. Address: PO Box 383, Owasso OK 74055

2. Project Title and Location: Bridge 57 Analysis and Rehabilitation Design

3. Contract for: Capacity analysis of 4T rated bridge on 23rd Street approximately 0.2 miles south of Washington Street with design of recommended improvements to allow the removal of the load restriction for this bridge.

4. Contract Data:

- a. Contract Amount: **Not to exceed amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 60 calendar days.

5. The City of Broken Arrow (COBA), represented by the Assistant City Manager, and the Professional Service Provider, 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 set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by the Assistant City Manager on: 03-09-17

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The City of Broken Arrow (COBA) and NEO Design, LLC, with its principal place of business located at 11607 East 105th Street North, Owasso, OK 74055, hereby enters into the following Contract:

The Assistant City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide a capacity analysis of 4T rated bridge on 23rd Street approximately 0.2 miles south of Washington Street and design of recommended improvements to allow the removal of the load restriction for this bridge. Professional services to include a letter report and design of improvements to the bridge structure as needed by the COBA.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Sixty (60) calendar days.

It is agreed that the Consultant shall be compensated in accordance with attached fee breakdown and the total compensation under this contract is Not To Exceed Three Thousand Seven Hundred Fifty and No/100 (\$3,750.00) for the entire Scope of the Professional Services rendered. The Engineering Division Manager will issue a Notice to Proceed for each item of work identified under this agreement. The Consultant shall submit invoices requesting payment for services rendered to the Engineering Division Manager monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the Engineering Division Manager. Payment will be made following the first eligible COBA meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to COBA and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional COBA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time COBA employees. The Consultant agrees to abide by and comply with all of the COBA's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

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

[Signature]
 Kimberly Slinkard
 Assistant City Attorney

By: [Signature: Kenneth D. Schwab]
 Kenneth D. Schwab, PE, CFM
 Assistant City Manager - Operations

Attest:
[Signature: Lisa Blackford]
 City Clerk 3/14/17



Date 03-09-17

NEO Design, LLC

By: [Signature]

Attest:

 Corporate Secretary (Seal)

Date: 3-8-17

VERIFICATIONS

State of Oklahoma)
) §.
 County of Tulsa)

Before me, a Notary Public, on this 8 day of March 2017, personally appeared Steve Nicholls, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: owner) (Please circle or specify) of NEO Design, LLC 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.

My Commission Expires:
1-13-18

[Signature]
 Notary Public

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SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER ST1303**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide Professional Analysis/Design and Related Support Services associated with the capacity analysis of 4T rated bridge on 23rd Street approximately 0.2 miles south of Washington Street and design of recommended improvements to allow the removal of the load restriction for this bridge. Work performed under the contract shall be performed in accordance with Special Provision 4.0.

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

2.1. Furnish to Consultant 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 COBA'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 CONSULTANT SHALL:

- 3.1 Review existing bridge inspection reports and load ratings.
- 3.2 Conduct a field review to verify existing conditions.
- 3.3 Perform a capacity analysis to verify existing capacities and determine improvements.
- 3.4 Produce a letter report and plans of the proposed improvements.

SP - 4.0 FEE BREAKDOWN:

Review Existing Documents: The lump sum amount of Two Hundred Fifty dollars and no cents (\$250.00)

Field Review: The lump sum amount of Five Hundred dollars and no cents (\$500.00)

Capacity Analysis and Design: The lump sum amount of One Thousand dollars and no cents (\$1,000.00)

Letter Report and Plan Preparation: The lump sum amount of Two Thousand dollars and no

cents (\$2,000.00)

[END OF CONTRACT SPECIAL PROVISIONS]