

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
COVINGTON CREEK & TRIBUTARIES BANK STABILIZATION
SW2006
ACCOUNT #093-5305-438-70-16**

1. Professional Service Provider:

- a. Name: Tulsa Engineering & Planning Associates, Inc
- b. Telephone No.: 918-252-9621
- c. Address: 9820 E. 41st Street, Suite 102, Tulsa, OK 74146

2. Project Title and Location:

3. Contract for: Providing professional consulting services associated with public works projects for the City of Broken Arrow. Professional services to include HEC-RAS computer modeling to document no adverse impacts for all cost effective options of bank stabilization. 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Fifteen Thousand and No/100 (\$15,000.00) 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 One-Hundred and Twenty (120) 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 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. Professional Service Provider's Proposal for this Contract

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 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:

Professional Service Provider:

Tulsa Engineering & Planning Associates, Inc.

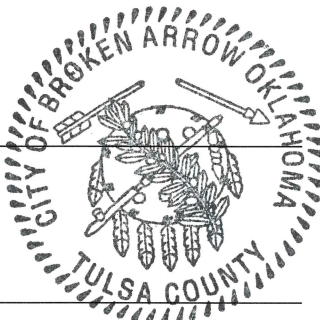
By: Michael L. Spurgeon
Michael L. Spurgeon, City Manager

By: Russell K. Fischer
Russell K Fischer, P.E., President

Date: 10/1/19

Date: 30 SEP 2019

Attest: [Signature]
City Clerk [Seal]



Attest: [Signature]
By: [Signature]
Signature or Corporate Seal



Date: 10/1/19

Title: Kirk Richardson
Kirk Richardson, Corporate Secretary
Date: 9-30-19

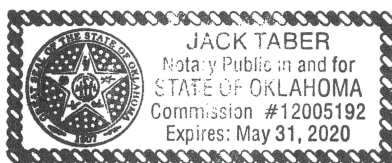
Approved as to form:

[Signature] 10/4/19
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 30th day of September 2019, personally appeared Russell K. Fischer, known to me to be the President (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.



[Signature]
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
TITLED:
COVINGTON CREEK & TRIBUTARIES BANK STABILIZATION
SW2006
SPECIAL PROVISIONS ATTACHMENT**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Engineering Consulting and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis in accordance with the attached hourly rates 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 The Professional Service Provider shall provide Professional Engineering Consulting services as described in the attached work order proposal by Tulsa Engineering & Planning Associates, Inc.

3.2 Work will be billed at the hourly rates attached herein 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]

Tulsa Engineering & Planning Associates, Inc.

WORK ORDER PROPOSAL

LEGAL DESCRIPTION:

A registered watercourse located between Oneta Road and Midway Road, within the City of Broken Arrow, being a part of the SW/4 of Section 10, T-18-N, R-15-E, Wagoner County, State of Oklahoma,
Section 10, T-18-N, R-15-E

PURPOSE:

This work order proposal is to assist the CLIENT in the conceptual development for a potential bank stabilization project that may be performed under the City of Broken Arrow Proposition 6 Projects (GO Bond Program) on portions of Covington Creek and Tributaries, which is in the Adams Creek Watershed.

SCOPE OF SERVICES:

SECTION 1.0 – SCOPE OF ENGINEERING CONSULTING SERVICES

- 1.1 HEC-RAS MODELING – Prepare HEC-RAS modeling documenting that there is no adverse impact for all cost effective options of bank stabilization.
- 1.2 FEES - Fees for services in SECTION 1.0 shall be on an “As Needed” Basis Billed Hourly Not To Exceed \$15,000.00, to be payable monthly based upon the percentage of completion. All regulatory agency fees, reproductions, and out-of-pocket expenses applicable to this work will be extra. These expenses are not included in the fee as stated above.

The above scope of work, conditions, and fees are hereby accepted. TEP is authorized to perform the scope of work as specified above. Payment will be made as outlined above. If this agreement is acceptable, please indicate by your signature and return one copy for our files. The return of a signed copy shall be considered our authorization to proceed immediately with the completion of the professional services.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Tulsa, Tulsa County, Oklahoma, this 9th day of September, 2019.

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation

City of Broken Arrow

 9/30/19
By: Jack Taber, CEO Date

By: Kenny Schwab, P.E., CFM Date
Assistant City Manager - Operations

PAYMENT TERMS:

Fees for services provided are due upon receipt of the invoice and are not dependent on closing schedules or bank draws. A ten (10) day grace period will be extended to process the invoice. Any invoice extended beyond our terms is subject to a service charge as stated on the invoice. A finance charge will automatically accrue on any invoice unpaid after the ten (10) days at an interest rate of 1.5% per month (18.0% A.P.R.) All work will immediately cease on any account balance remaining unpaid after thirty (30) days from the invoice date. All original documents, tracings, field notes, and/or other information will not be available for the CLIENT'S use until the outstanding invoices are paid. Legal action will be initiated on any account remaining unpaid forty-five (45) days after the invoice date. A Labor and Materialman's Lien will be filed of record, against the CLIENT'S property, to enforce the TEP'S lien rights by the State of Oklahoma Statutes on any account remaining unpaid for forty-five (45) days after the invoice date. The CLIENT agrees to pay all costs incurred by the TEP to collect unpaid fees; i.e. attorney's fees, filing fees, and other related costs of litigation and/or collection.

Tulsa Engineering & Planning Associates, Inc.

ATTACHMENT A

RATES SCHEDULE

PERSONNEL AND EQUIPMENT:

Principal	\$ 176.00/hr.
Associate	\$ 148.00/hr.
Engineer	\$ 152.00/hr.
Surveyor	\$ 120.00/hr.
Land Planner	\$ 120.00/hr.
Project Manager	\$ 132.00/hr.
CAD Technician	\$ 92.00/hr.
Administrative	\$ 72.00/hr.
Field:	
One-Person Survey with GPS or Robotics	\$ 184.00/hr.

REPRODUCTIONS AND EXPENSES:

Out-of-Pocket Expenses	\$ 1.20 x cost
Reproducible	\$ 3.00/s.f.
Non-Reproducible	\$ 0.50/s.f.
CD ROM	\$ 7.50/disk
Report (Standard)	\$ 15.00/book
Report (Drainage Small)	\$ 35.00/book
Report (Drainage Large)	\$ 55.00/book
Xerox Plans (11"x17")	\$ 0.20/sheet
Color Copies (8 1/2"x11")	\$ 1.00/page
Color Copies (8 1/2"x14")	\$ 1.00/page
Color Copies (11"x17")	\$ 2.00/sheet
Color Copies (24"x36" & larger)	\$ 2.00/s.f.
Color Setup	\$150 to \$350/exhibit
Outside Calls	\$ 25.00/set up

ONSITE INSPECTIONS

Project Location (0-20miles from office)	\$ 250.00 Base Rate
Project Location (20-30miles from office)	\$ 325.00 Base Rate
Project Location (30-40miles from office)	\$ 400.00 Base Rate
Project Location (40-60miles from office)	\$ 500.00 Base Rate
Project Location (60+miles from office)	\$ Hourly
Inspection Summary Report	\$ 250.00/each