

**CONTRACT**  
**CITY OF BROKEN ARROW**  
**TIGER HILL WALL 3D SURVEY AT SOUTHWEST CORNER OF KENOSHA**  
**STREET (71<sup>st</sup> ST. SO.) AND 9<sup>TH</sup> STREET (177<sup>th</sup> E. AVE.) INTERSECTION**  
**PROFESSIONAL CONSULTANT CONTRACT (171703)**

**1. Architect/Engineer Firm:**

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

**2. Project Title and Location:** Tiger Hill Wall 3D Survey at southwest corner of Kenosha Street & 9<sup>th</sup> Street.

**3. Contract for:** Professional surveying services for providing a 3D survey of the existing Tiger Hill wall located at the southwest corner of Kenosha Street (71<sup>st</sup> St. So.) and 9<sup>th</sup> Street (177<sup>th</sup> E. Ave.) intersection in the City of Broken Arrow.

**4. Contract Data:**

- a. Contract Amount: Hourly not to exceed basis (contract shall not to exceed Twelve Thousand Five Hundred Forty and No/100 Dollars (\$12,540.00)). See Attachment "A" for hourly rates.
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 21 calendar days.

**5.** The City of Broken Arrow ("City"), represented by the Assistant City Manager - Operations, 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 amendments to this Contract
- c. Special Provisions attached to this Contract
- d. General Provisions set out in this Contract

**6. Contract approved by the Assistant City Manager - Operations on:** 01-29-19

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**STREET (71<sup>st</sup> ST. SO.) AND 9<sup>TH</sup> STREET (177<sup>th</sup> E. AVE.) INTERSECTION**  
**PROFESSIONAL CONSULTANT CONTRACT**

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Tulsa Engineering & Planning Associates, Inc. (Consultant) with the principal place of business located at 9820 East 41st Street South, Suite 102, Tulsa, Oklahoma 74146, hereby enter into the following Contract:

The Assistant City Manager - Operations representing the City desires to employ the professional services of the Consultant to provide a 3D survey of the existing Tiger Hill wall outlined in the work plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract for providing a 3D survey of the existing Tiger Hill wall located at the southwest corner of Kenosha Street (71st St. So.) and 9th Street (177th E. Ave.) intersection, 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 twenty-one (21) calendar days.

It is agreed that the Consultant shall be compensated at on an hourly not to exceed basis (contract shall not exceed Twelve Thousand Five Hundred Forty and No/100 Dollars (\$12,540.00)) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, monthly to the Engineering Division Manager in accordance with the progress of the work. The invoices shall be in a format satisfactory to the Engineering Division Manager. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant 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.

The parties agree that the Consultant's position is not a traditional City 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 City employees. The Consultant agrees to abide by and comply with all of the City'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:

L. Ewing 1/28/15  
Assistant City Attorney

City of Broken Arrow, Oklahoma  
A Municipal Corporation


By: Kenneth D. Schwab  
Kenneth D. Schwab, Assistant City Manager -  
Operations

Date 01-29-19

Tulsa Engineering & Planning Associates, Inc.

Attest:

Attest:



City Clerk [Seal]



By: Russell K. Fischer  
Russell K. Fischer, President  
9820 East 41<sup>st</sup> Street South, Suite 102  
Tulsa, OK 74146

Attest:

Kush Riche  
Corporate Secretary (Seal)

Date: 1-24-2019

## VERIFICATIONS

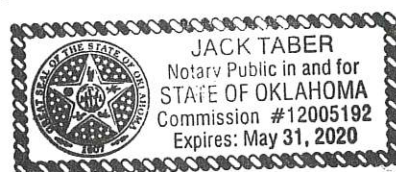
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Before me, a Notary Public, on this 24<sup>th</sup> day of January 2019, personally appeared Russell K. Fischer, known to me to be the (**President**, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (Please circle or specify)) of Tulsa Engineering & Planning Associates, Inc. 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.

My Commission Expires:

MAY 31, 2020

  
Notary Public



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STREET (71<sup>st</sup> ST. SO.) AND 9<sup>TH</sup> STREET (177<sup>th</sup> E. AVE.) INTERSECTION  
PROFESSIONAL CONSULTANT CONTRACT (171703)  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS  
PROJECT NUMBER 171703**

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

1.1 Project Name. Professional surveying services for providing a 3D survey of the existing Tiger Hill wall located at the southwest corner of Kenosha Street (71<sup>st</sup> St. So.) and 9<sup>th</sup> Street (177<sup>th</sup> E. Ave.) intersection in the City of Broken Arrow.

**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 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 CONSULTANT SHALL:**

3.1 The Consultant will perform necessary field work to provide a baseline survey in the form of a 3D scan and photograph of the existing Tiger Hill modular block wall and surrounding area. In addition, the consultant shall set eight (8) control points for use during the initial scanning phase and during future scanning in order to detect movement of the wall over time.

3.2 The consultant shall provide the following deliverables:

3.2.1 A finished survey will be provided along with an AutoCAD point cloud with embedded photo. AutoCAD file shall be 2018 format.

3.2.2 All field notes relevant to work shall be provided.

3.2.3 Photographs of the existing site shall be provided.

3.2.4 A CSV file of points and coordinates shall be provided.

[END OF CONTRACT SPECIAL PROVISIONS]

## 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 .....	\$ 15.00/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

#### OTHER SERVICES:

Expert Testimony (trial or deposition) .....	\$ 300.00/hour
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