

**CONTRACT
CITY OF BROKEN ARROW
DESIGN OF REPAIRS TO HILLSIDE PARK RETAINING WALL
PROFESSIONAL SERVICES CONTRACT NUMBER 101708B**

1. Architect/Engineer Firm:

a. Name: Olsson Associates, Inc.

b. Telephone No.: (913) 829-0078

c. Address: 1802 E. 123rd St., Olathe, KS 66061

2. Project Title and Location: Design of Repairs to Hillside Park Retaining Wall

3. Contract for: Development of remedial plans for repair or replacement of retaining wall at Hillside Park, southwest corner of 9th Street and Kenosha Street in Broken Arrow, in accordance with the Consultant Letter Agreement attached in Exhibit 1.

4. Contract Data:

a. Contract Amount: \$ 19,480.00 (Hourly Not to Exceed)

b. Liquidated Damages: N/A.

c. The total time allowed for contract completion is 60 calendar days.

5. The City of Broken Arrow (“City”), represented by the City Manager, 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 set out in this Contract
- d. General Provisions set out in this Contract
- e. Consultant’s Proposal for this Contract

6. Contract approved by the City Manager on: _____

**CITY OF BROKEN ARROW
DESIGN OF REPAIRS TO HILLSIDE PARK RETAINING WALL
PROFESSIONAL SERVICES CONTRACT NUMBER 101708B**

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Olsson Associates, Inc. (Consultant) with his principal place of business located at 1802 E. 123rd St., Olathe, KS 66061, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of the Consultant to design repairs to the retaining wall at Hillside Park in Broken Arrow as outlined in the Consultant's proposal, attached in Exhibit 1.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract No. 101708B, Design of Repairs to Hillside Park Retaining Wall 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 at the rate of Nineteen Thousand Four Hundred Eighty and No/100 Dollars (\$19,480.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices requesting payment for services rendered, to the City Engineer in accordance with the progress of the work. The invoices shall be in a format satisfactory to the City Engineer. 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:

City of Broken Arrow, Oklahoma
A Municipal Corporation

Assistant City Attorney

By: _____
Michael L. Spurgeon, City Manager

Attest:

Date _____

City Clerk [Seal]

Olsson Associates, Inc.

By: _____
1802 E. 123rd St.
Olathe, KS 66061

Attest:

Corporate Secretary (Seal)

Date: _____

VERIFICATIONS

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this _____ day of _____ 201____, personally appeared _____, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify)) of Olsson 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:

Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES CONTRACT
DESIGN OF REPAIRS TO HILLSIDE PARK RETAINING WALL
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER 101708B**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Design of repairs to the retaining wall at Hillside Park in Broken Arrow.

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

2.1. Furnish to Consultant all data in its possession 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 Perform the work as outlined in the Consultant Letter Agreement attached in Exhibit 1. The Consultant will submit a work schedule after this Contract has been signed.

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES CONTRACT
DESIGN OF REPAIRS TO HILLSIDE PARK RETAINING WALL**

EXHIBIT 1

CONSULTANT'S LETTER AGREEMENT