

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
LIBERTY TRAIL RETAINING WALL
PROJECT NUMBER: SW26050**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: Building & Earth
- b. Telephone No.: 918.439.9005
- c. Address: 1403 South 70th East Ave, Tulsa, OK 74112

2. PROJECT TITLE AND LOCATION: BROKEN ARROW LIBERTY TRAIL RETAINING WALL BETWEEN S ASPEN AVE AND S ELM PL, NORTH OF THE CREEK TURN PIKE.

3. Contract for: Providing professional geotechnical survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing geotechnical engineering services 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 with lump sum payments and the total compensation under this contract is Not to Exceed Nine Thousand Four Hundred Seventy Five and No/100 (\$9,475.00) 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 Thirty (30) 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.

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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:

Professional Service Provider:
Building & Earth

By: Michael Spurgeon
Michael Spurgeon, City Manager

Date: 7/31/2025

Attest: Lisa Blackford
City Clerk [Seal]

Date: 7/31/2025



By: [Signature]
Name: Marco Silvestre
Title: Principal

Date: July 31, 2025

Attest: [Signature]
By: Spencer Harris
Name: Spencer Harris
Title: Assistant Branch Manager

Date: July 31, 2025

Approved as to form:

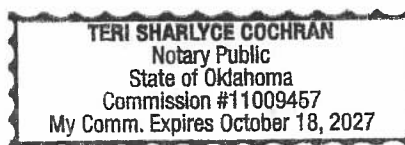
D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Bogues) §

Before me, a Notary Public, on this 31 day of July, 2025, personally appeared Marco Silvestre, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Building & Earth 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



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ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Geotechnical Surveying and Related Support Services associated with Broken Arrow Liberty Trail Retaining Wall between S Aspen Ave and S Elm Pl, north of the creek turn pike. Services performed to include 4 bores, and 2 hand augers, lab testing, and a full Geotechnical Analysis and Report. 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 The Professional Service Provider shall provide geotechnical site reconnaissance and subsurface exploration. There will be seven (7) test borings: four (4) track mounted drill rig borings B-01 through B-04, and two (2) hand auger borings HA-01 and HA-02 (see Appendix 1 for locations). B-01 through B-03 will be drilled to a depth of 15 feet below top of pavement, B-04 will be drilled to a depth of 20 feet below the ground surface. HA-01 and HA-02 will be drilled to depths of about 5 to 8 feet. All boring will be drilled to planned depth, or auger refusal, whichever occurs first. Borings B-01 through B-04 will have samples collected using Standard Penetration Testing (SPT). Four samples will be taken in the upper 10 feet of each boring, followed by 5-foot sampling intervals. When cohesive soils are encountered, relatively undisturbed Shelby tube samples will be collected at various depths for laboratory testing at the discretion of the geotechnical engineer. Kessler DCP testing will be performed at HA-01 and HA-02 to estimate the in-place shear strength of the materials retained by the wall system. Disturbed samples will be collected from the follow bucket of the hand auger at regular depth intervals not to exceed 1.5 feet. Depending on the type of materials encountered in the hand auger borings, Shelby tube samples will be collected at select depth.

3.2 Laboratory analysis will include Atterberg limits, sieve analysis (wash #200), and particle size gradation to define the index properties of selected soil samples and natural soil moisture

content test. Three (3) Unconfined compression and two (2) direct shear tests will be performed on relatively undisturbed portions of Shelby tube samples to determine the shear strength soil parameters values. These tests will be performed by TRI Environmental in Austin Texas. If the Shelby tube is deemed untestable there will be a credit of \$100 for each Soil Unconfined Compressive Strength test, and \$700 for each Direct Shear test not performed.

3.3 Geotechnical Analysis and Report will include the summary of existing surface conditions; a description of the subsurface conditions encountered at boring locations; a description of the groundwater conditions observed in the boreholes during drilling. Long-term monitoring is not included in this proposal; presentation of laboratory test results; site preparation considerations, including material types to be expected at the site, treatment of any encountered unsuitable soils, excavation considerations, and surface drainage; recommended allowable bearing capacity for the subsurface materials encountered below the toe of the retaining wall system; recommendations to be used for design and construction of a new segmental retaining wall, including shear strength parameter values (soil density, undrained shear strength, and angle of internal friction) for materials encountered in the foundation and retained zones of the wall system, and subsurface drainage provisions; presentation of expected total and differential settlements, and recommendations to reduce the expected movements, if appropriate; A global slope stability analysis will be evaluated for the tall section of the wall using subsurface conditions encountered in Borings B-02, HA-02, and B-04; Compaction requirements and recommended criteria to establish suitable material for structural backfill.

3.4 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]

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APPENDIX 1

