

**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



LETTER AGREEMENT Design of Repairs to Hillside Park Retaining Wall

This Letter Agreement for Professional Services shall become a part of the contract between The City of Broken Arrow, Oklahoma ("Owner") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Retaining Wall at Hillside Park

Project Description: Broken Arrow Retaining Wall Repair Design

SCOPE OF SERVICES

Owner and Olsson hereby agree that Olsson's Scope of Services under the Agreement will consist of the services specifically described below for the additional compensation set forth below:

The previous Olsson study indicated that the existing distressed mechanically stabilized earth (MSE) wall system at Hillside Park in Broken Arrow, Oklahoma was not designed with adequate factors of safety. The Owner has requested that Olsson develop remedial plans for repair or replacement of the wall. As there are several possible repair methodologies that can be considered, Olsson will initially prepare a letter that will address our opinions on several possible options that could be considered. Olsson will discuss these possible options with the Owner to select the preferred option. Olsson will then develop a set of plans with supporting design calculations for the chosen repair option.

Olsson will perform these services on an hourly basis at the rates indicated below. The estimated total is also provided.

Remedial Option Letter:

Project Engineer	24 hours @ \$130.00 per hour	\$3,120
Senior Engineer	8 hours @ \$160.00 per hour	\$1,280

City Meeting to Discuss Possible Options:

Senior Engineer	12 hours @ \$160.00 per hour	\$1,920
Rental Car/Expenses	Cost Plus 15%	\$ 200

Final Plan/Design Calculations:

Project Engineer	80 hours @ \$130.00 per hour	\$10,400
Senior Engineer	16 hours @ \$160.00 per hour	\$2,560

Estimated Total: \$19,480

CITY OF BROKEN ARROW
GEOTECHNICAL EVALUATION OF RETAINING WALL AT HILLSIDE PARK
PROFESSIONAL SERVICES CONTRACT NUMBER 101708A

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

The Acting City Manager representing the City desires to employ the professional services of the Consultant to conduct a Geotechnical Evaluation on the Retaining Wall at Hillside Park as outlined in the work plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract 101708A for Geotechnical Evaluation on the Retaining Wall at Hillside Park 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 Thirty (30) calendar days.

It is agreed that the Consultant shall be compensated at the rate of \$3,000.00 for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices requesting payment for services rendered to the City Engineer monthly, in accordance with percentage of work completed. 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

Sesli Myerson
Assistant City Attorney

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

Attest:

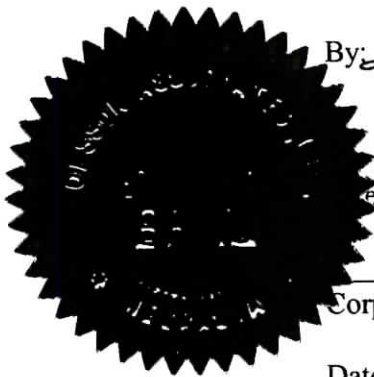
Mary Kruger
City Clerk [Seal]



Date 11/5/15

Olsson Associates, Inc.

By: [Signature]
1802 E. 123rd St.
Olathe, KS 66061



est: _____
Corporate Secretary (Seal)

Date: 10/20/15

VERIFICATIONS

Kansas)
State of Oklahoma)
Johnson) ss.
County of Tulsa)

Before me, a Notary Public, on this 20th day of October 2015, personally appeared James M. Landrum, PE, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Technical Leader (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:

8/22/19

Regina Lynn Everett
Notary Public



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: MJF/CM
11/5/15

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

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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.

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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

[Signature]
Assistant City Attorney

By: [Signature]
Russell M. Gale, Acting City Manager

Attest:

Date 7-1-15

[Signature]
City Clerk [Seal]



Olsson Associates

By: [Signature]



Attest:

Corporate Secretary (Seal)

Date: 6/26/15

VERIFICATIONS

State of ~~Oklahoma~~)
 ~~Kansas~~) §.
County of ~~Tulsa~~)
 ~~Johnson~~)

Before me, a Notary Public, on this 26 day of June, 2015, personally appeared James Landrum, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Technical Leader (Please circle or specify)) of Olsson Associates 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:

August 22, 2015

[Signature]
Notary Public





LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

June 19, 2015

City of Broken Arrow, Oklahoma
Attn: Tim Robins, PE, CWI
Karen Pax
485 N. Poplar Avenue
Broken Arrow, Oklahoma 74012

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Retaining Wall - East Kenosha Street (71st Street) "Project"
Broken Arrow, Oklahoma

Dear Mr. Robins & Ms. Pax:

It is our understanding that City of Broken Arrow, Oklahoma (Client) requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services and Olsson's Geotechnical Rates for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: **Geotechnical Engineering Services, as more specifically described in the "Scope of Services" following below.** Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

SCOPE OF SERVICES

Geotechnical Engineering Services

Project Understanding

We understand that a geogrid reinforced, large block retaining wall was constructed just south of East Kenosha Street (71st Street) in Broken Arrow, Oklahoma in 2012. According to the Construction Manager for the city, the wall has undergone some movement and tension cracks have developed behind the wall.

Site Visit

We propose to make a site visit to visually observe the current condition of the wall, including the slopes above and below the wall. We will document any discernible failures or signs of movement in the wall.

Plan and Design Review

We proposed to review all available plans related to the wall. In addition, we will review the wall design and geotechnical report for the project.

Geotechnical Letter

A Geotechnical Engineering Letter will be prepared under the direction of a registered professional engineer. In the letter, we will summarize our review of the wall design, geotechnical report and plan set. We will also present our opinions on the observable condition of the wall at the time of our site visit. This will include any apparent failures or recognizable differences from design. In addition, we will present our preliminary opinions on the modes of failure. Actual modes of failure (if any) may not be discernable from visual analysis alone. Additional test pits or borings may be required and additional analysis needed. This letter will not present any recommendations for repair of the wall (if necessary).

COMPENSATION

Client shall pay to Olsson for the performance of the **Geotechnical Engineering Services will be billed on a lump sum fee of \$3,000.00**. Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work please call Ian Dillon or James Landrum at 913-829-0078. We look forward to hearing from you and working with you and your firm on this project.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By _____
Ian A Dillon, PE

By 
James M. Landrum, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

If you are in agreement with the preceding proposal, please sign:

City of Broken Arrow, Oklahoma "**Client**"

By _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

CONTRACT
CITY OF BROKEN ARROW
GEOTECHNICAL EVALUATION OF RETAINING WALL AT HILLSIDE PARK
PROFESSIONAL SERVICES CONTRACT NUMBER 101708A

1. Architect/Engineer Firm:

- a. Name: Olsson Associates
- b. Telephone No.: (913) 829-0078
- c. Address: 1802 E 123rd St., Olathe, KS 66061

2. Project Title and Location: Geotechnical Evaluation of Retaining Wall at Hillside Park in Broken Arrow.

3. Contract for: A/E will provide geotechnical engineering services to include a site visit, the review of all available plans related to the wall, the wall design and the geotechnical report for the project and the preparation of a geotechnical engineering report.


4. Contract Data:

- a. Contract Amount: Lump Sum amount of Three Thousand Dollars and no cents (\$3,000.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is Thirty (30) calendar days.

5. The City of Broken Arrow ("City"), represented by the Acting 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 Change Orders arising out of 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 dated June 19, 2015.

6. Contract approved by the Acting City Manager on:


7-1-2015