

**CONTRACT
CITY OF BROKEN ARROW
BROKEN ARROW COMPREHENSIVE PLAN UPDATE (VISION 40)
PROFESSIONAL CONSULTANT CONTRACT
PROJECT NUMBER 161404**

1. Planning Consulting Firm:

- a. Name: HALFF ASSOCIATES, INC.
- b. Telephone No.: 405-546-3820
- c. Address: 2000 North Classen Blvd, Suite S120 Oklahoma City, OK 73106
- d. Project Manager: Rick Leisner, AICP

2. Project Title and Location: Broken Arrow Comprehensive Plan Update (Vision 40)

- 3. Contract for:** Professional services to conduct the update of the City of Broken Arrow Comprehensive Plan.

4. Contract Data:

- a. Contract Amount: As Listed in Exhibit C)
 - b. Liquidated Damages: N/A
 - c. The total time allowed for contract completion is as listed in Exhibit B.
- 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 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 City Council on:** _____

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The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Halff Associates, Inc. (Consultant) with its principal place of business located at 220 South First Street, Broken Arrow, Oklahoma 74013-0610, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of the Consultant to provide Planning, Design, Engineering and Architectural Consulting services towards preparing a new Comprehensive Plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract to conduct a 2018 update of the Broken Arrow Comprehensive Plan.

It is agreed that the Consultant shall complete the duties, responsibilities and requirements as stated in Phase I and shall be compensated in the amount of \$62,617.00 and up to \$19,500.00 for project related expenses which shall be completed by June 30th, 2018. It is agreed that the Consultant shall complete the duties, responsibilities and requirements as stated in Phase II and be compensated in the amount of \$140,888.00 which is anticipated to begin in Fiscal Year 2019, subject to annual appropriation. It is agreed that the Consultant shall complete the duties, responsibilities and requirements as stated in Phase III and be compensated in the amount of \$109,580.00 which is also anticipated to begin in Fiscal Year 2019, subject to annual appropriation.

The Consultant shall submit invoices requesting payment for services rendered, to the City's Special Project Manager in accordance with the progress of the work. The invoices shall be in a format satisfactory to the City's Special Project Manager. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice, or soon thereafter.

The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time and resources 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 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 and any member/s or sub-contractors of the consulting team shall be responsible for their own vehicle expenses incurred 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]

Halff Associates, Inc.

By: _____
Rick Leisner, AICP
Director of Planning

By: _____
Dennis Blind, PLA, ASLA
Vice President,
Regional Dir. of Planning / Landscape
Architecture

Attest:

Corporate Secretary (Seal)
Date: _____

VERIFICATIONS

State of Oklahoma)
)
County of Oklahoma)

Before me, a Notary Public, on this _____ day of _____ 2017, personally appeared _____, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Halff 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

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SPECIAL PROVISIONS ATTACHMENT

SPECIAL PROVISIONS

SP-1.0 SCOPE OF THE PROJECT:

- 1.1 Project Name: City of Broken Arrow Comprehensive Plan (Vision 40)

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 Exhibit A

SP – 4.0 CONSULTANT FEE: Exhibit C

SP – 5.0 CONTRACT TIME: Exhibit B