

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT**

**TITLED:
IT Rooms Back Up AC Units in the Public Safety Building
PROJECT NUMBER:193022**

1. Professional Service Provider:

- a. Name: EDA + FKI Engineers PC (CA 50)
- b. Telephone No.: 918-258-6890
- c. Address: 10810 E. 45th St., Suite 201, Tulsa, OK 74146

2. Project Title and Location: IT Rooms Back Up AC Units in the Public Safety Building

3. Contract for: Providing professional Engineering services associated with public works projects for the City of Broken Arrow. Professional services to include Plans and specifications to add dedicated mini-split HVAC systems to Public Safety Complex (PSC) Police Department IT Room and 911 Telephone room Backup HVAC System. Additional services is to study existing conditions, historical electrical demand, and provide report on feasibility and opinion of probable construction cost to connect the entire Public Safety Complex (PSC) to the generator. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Ten Thousand Three Hundred and No/100 Dollars (\$10,300.00) 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 Three Hundred Sixty (360) 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. Liquidated Damages: N/A.

8. 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 acceptable to the City on or before the effective date of this Agreement.

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. 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. Professional Service Provider's Proposal for this Contract

11. 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.

12. 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.

13. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

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:

EDA + FKI Engineers PC

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

By: [Signature]
Signature

Date: 12/30/19

Title: President
Ryan N Grogg, PE, President

Attest: [Signature]
City Clerk [Seal]

Date: 12/19/19

Date: 1/3/20



Attest: [Signature]
By: Justin F. Roush
Signature or Corporate Seal

Title: Secretary
Justin Roush, PE – Secretary

Date: 12/19/19

Approved as to form:

[Signature] 12/27/19
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 19th day of December 2019, personally appeared Ryan Grogg, known to me to be the President, Vice-President, Corporate Officer, Member, Partner or Other: Justin Roush (Please circle or specify) of (Entity's Full Legal Name) 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.

My Commission Expires: 07/07/2021

Melinda Osborn
Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT**

TITLED:

IT Rooms Back Up AC Units Police Department Building

PROJECT NUMBER:193022

SPECIAL PROVISIONS ATTACHMENT

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Related Support Services associated with Project Number 193022 for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis in accordance with the attached hourly rates 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 Professional services for plans and specifications to add dedicated mini-split HVAC systems to Public Safety Complex (PSC) Police Department IT Room and 911 Telephone room Backup HVAC System. Additional services to study existing conditions, historical electrical demand, and provide report on feasibility and opinion of probable construction cost to connect the entire Public Safety Complex (PSC) to the generator.

EDA + FKI Engineers PC can provide engineering services on an hourly basis not to exceed \$10,300. This would include:

3.1.1 Generator Implementation Study - \$1,800.00

3.1.1a Study existing conditions, historical electrical demand, and provide report on feasibility and opinion of probable construction cost to connect the entire existing facility to the generator.

3.1.2 Add dedicated mini-split HVAC systems to Public Safety Complex (PSC) Police Department IT Room and 911 Telephone room Backup HVAC System

3.1.2.a Design & Construction Documents - \$7,000.00

3.1.2.a.1 Site visit to investigate existing conditions.

3.1.2.a.2 Plans and specifications to add dedicated mini-split HVAC systems to the (2) existing IT rooms referenced above.

3.1.2.a.3 A meeting with City of Broken Arrow staff to review the plans and receive comments.

3.1.2.b Bidding - \$500.00

3.1.2.b.1 Answering questions that arise during bidding including any necessary addenda.

3.1.2.b.2 Review of bids received and a recommendation letter.

3.1.2.c Construction Administration - \$1,000.00

3.1.2.c1 Review submittals for HVAC and electrical.

3.2 Work will be billed at the hourly rates listed herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

3.2.1 Hourly Rates:

Engineer Level V - \$175.00/Hr.

Engineer Level IV - \$150.00/Hr.

Engineer Level III - \$140.00/Hr.

Engineer Level II - \$130.00/Hr.

Engineer Level I - \$120.00/Hr.

MEP Designer Level III - \$100.00/Hr.

MEP Designer Level II - \$90.00/Hr.

MEP Designer Level I - \$80.00/Hr.

Clerical - \$65.00/Hr.

[END OF CONTRACT SPECIAL PROVISIONS]