

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSE SCHAEFER ARCHITECTS (NARRATE)
FOR
OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT 2317210**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Selser Schaefer Architects (Narrate), (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to renovate the Operations Center Administration Building located at 2304 South 1st Place, Broken Arrow, OK 74012 (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - 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.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this Agreement by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, 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 CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (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.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, 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”); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Ethan Edwards, P.E.
Engineering Division Manager

CONSULTANT: Selser Schaefer Architects (Narrate)
2 West 6th Street, Suite 100, Tulsa, OK 74119
918.587.2282

Contact Name: Britton Howerton, LID
Associate Principal

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

Attest: _____
City Clerk [Seal]

Date: _____

Approved as to form:

Graham Parker
Assistant City Attorney

CONSULTANT:

Selser Schaefer Architects (Narrate)

By: Hank Spieker
Hank Spieker, AIA, Partner

Date: 10 DECEMBER 2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: Britton Howerton
Name: BRITTON HOWERTON
Office: NARRATE DESIGN

Date: 10 DECEMBER 2024

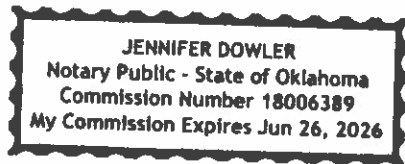
VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 10 day of December, 2024, personally appeared Hank Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Selser Schaefer Architects (Narrate), and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
June 26, 2026

Dowler
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
FOR
OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT 2317210**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of _____, 2024.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services to prepare construction documents for bidding purposes for the renovation of the Operations Center Administration Building located at 2304 South 1st Place, Broken Arrow, OK 74012. These documents shall include, but not be limited to, the following: program verification; design development; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions; bidding and contract administration services; as well as providing the basis for bid document qualities.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of an approximate 16,700 square feet interior office renovation of an existing brick building that is to be occupied by both the City of Broken Arrow Streets and Storm Department and the City of Broken Arrow Utilities Department. The CONSULTANT will provide Program Verification, Design Development, Construction Documents, and Bidding/Contract Administration Services.
- 2.2 The renovation will include but is not limited to redesigning the interior portion of the building for multi-departmental office spaces, conference rooms, a training room, break rooms, restrooms, and a public service window at the lobby.
 - 2.2.1 All new interior finishes including wall, floor and ceiling finishes are to be Included.

- 2.2.2 All new doors, door frames and door hardware are to be included.
- 2.2.3 The addition of new exterior windows along the north side of the building are to be included.
- 2.2.4 New plumbing fixtures, new electrical system and revised low voltage A/V system are to be included.

- 2.3 CONSULTANT will not provide the following services unless contracted to do so for an additional fee:
 - 2.3.1 Fire protection sprinkler system design
 - 2.3.2 Structured cabling design
 - 2.3.3 Furniture Selection and Specification

- 2.4 It is assumed the existing water and sewer services are adequate for the new center.

- 2.5 CONSULTANT will not provide parking or drive design, grading, stormwater management, etc., civil work, or Special Inspections unless contracted to do so for additional work at hourly fees approved by the City.

- 2.6 CONSULTANT will provide Architectural, Mechanical & Electrical Drawings and Specifications signed/sealed/dated for permitting and construction.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within five (5) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide the Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible for performing.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

- 3.2 PROGRAM VERIFICATION PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Facilitate one (1) programming meeting with OWNER to review the previously prepared program document titled *Departmental Needs Assessment and Planning dated 09.21.2013*, as well as discuss project budget and project schedule.
 - 3.2.2 Prepare meeting notes capturing information gathered during the programming meeting and distribute for review and feedback.
 - 3.2.3 Facilitate one (1) final meeting for review and approval of the Program information.

- 3.3 DESIGN DEVELOPMENT PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 The CONSULTANT will prepare Design Development Documents to illustrate and describe the development of the approved Program Verification exercise and will provide the transition between Program Verification and Construction Documents including floor plan, reflected ceiling plan, interior and exterior elevations, typical construction details and diagrammatic layouts of site and building systems including mechanical, electrical and plumbing. Outline specifications that identify major materials and systems to establish their quality level.
 - 3.3.2 Submit a PDF of the Design Development Documents for review.
 - 3.3.3 Facilitate a design review meeting.
 - 3.3.4 The CONSULTANT will provide a Cost Opinion at 100% Design Development if the service is accepted by the City of Broken Arrow.
- 3.4 CONSTRUCTION DOCUMENT PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E.
- 3.4.1 The CONSULTANT will prepare Construction Documents consisting of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work.
 - 3.4.2 The CONSULTANT will facilitate a meeting with the OWNER to review the progress drawings and specification for the 95% Construction Documents.
 - 3.4.3 The CONSULTANT will incorporate the OWNERS review comments into the final construction documents and provide signed and sealed final documents for bidding and permitting.
- 3.5 BID ASSISTANCE PHASE:
- 3.5.1 The CONSULTANT will provide the following services
 - 3.5.1.1 Attend the Pre-Bid Meeting
 - 3.5.1.2 Answer requests for interpretation from bidders
 - 3.5.1.3 Review substitution requests
 - 3.5.1.4 Issue Addenda and drawing updates if required
 - 3.5.2. The CONSULTANT will submit the Construction Documents to the City of Broken Arrow Permit Center and is responsible for all the re-submittals required to gain approval for a building permit. All application fees and permit acquisitions fees are to be waived by the City of Broken Arrow.
- 3.6 CONTRACT ADMINISTRATION PHASE:
- 3.6.1 The CONSULTANT will participate in the General Contractor's Pre-Construction Meeting, the General Contractor's monthly Owner-Architect-Contractor Meeting, and respond to request for additional information about the contract documents.
 - 3.6.2 The CONSULTANT will review shop drawings and submittals to conform with contract documents.
 - 3.6.3 During the duration of the project construction, the CONSULTANT will visit the site in the following intervals:
 - 3.6.3.1 Up to two (2) post demolition site visits (one for each phase) to investigate existing conditions
 - 3.6.3.2 Up to one (1) site visit per month over the duration of an

- estimated 8 month construction phase to review work in progress and verify general compliance with contract documents and generate field reports with observations and notes that should be addressed by the general contractor.
- 3.6.3.3 The MEP CONSULTANT will provide up to two (2) post demolition site visits (one for each phase) to investigate existing conditions.
 - 3.6.3.4 The MEP CONSULTANT will conduct a total of four (4) site visits with one (1) mechanical and one (1) electrical personnel and review work in progress and verify general compliance with contract documents and generate field reports with observations and notes that should be addressed by the general contractor.
- 3.6.4 The CONSULTANT will provide the following Project Close Out services.
- 3.6.4.1 Conduct two (2) Final Punches of the work (one for each phase) and prepare and issue a final punch list and Certificate of Substantial Completion.
 - 3.6.4.2 Conduct a final inspection of the Work and prepare and issue a final Certificate for Payment.
 - 3.6.4.3 The MEP CONSULTANT will conduct two (2) Final Punches of the work (one for each phase) and prepare a final punch list.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
FOR
OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT 2317210**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ day of _____, 2024.

- 1.0 PROGRAM VERIFICATION:** Submit Meeting notes in PDF format capturing final program requirements.
- 2.0 DESIGN DEVELOPMENT:** The CONSULTANT shall submit in-full, Design Development Drawings and Quality Profile Narrative in PDF format.
- 3.0 CONSTRUCTION DOCUMENTS:** The CONSULTANT shall submit in-full, Construction Documents and Specifications in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSE SCHAEFER ARCHITECTS (NARRATE)
FOR
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PROJECT 2317210**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the _____ day of _____, 2024.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 **PROGRAM VERIFICATION PHASE:** The OWNER shall pay the CONSULTANT a lump sum amount of \$17,250 for the completion of the Program Verification phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 **DESIGN DEVELOPMENT PHASE:** The OWNER shall pay the CONSULTANT a lump sum amount of \$78,950 for the completion of the Design Development Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 **CONSTRUCTION DOCUMENTATION PHASE:** The OWNER shall pay the CONSULTANT a lump sum amount of \$78,950 for the completion of the Design Development Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 **BIDDING ASSISTANCE PHASE:** The OWNER shall pay the CONSULTANT a lump sum amount of \$11,800 for the completion of the Design Development Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 **CONTRACT ADMINISTRATION:** The OWNER shall pay the CONSULTANT a lump sum amount of \$48,150 for the completion of the Contract Administration Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 **COST OPINION:** If this service is accepted by the OWNER provided a Construction Manager At Risk is not awarded, the CONSULTANT will prepare a detailed Cost Opinion at the following deliverables: 100% Design Development. The OWNER shall pay the CONSULTANT a lump sum amount of \$8,000 for the Cost Opinion.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
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SELSER SCHAEFER ARCHITECTS (NARRATE)
FOR
OPERATIONS CENTER ADMINISTRATION BUILDING
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OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____, 2024.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT.
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
FOR
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PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the AGREEMENT dated the _____ day of _____, 2024.

1.0 PROGRAM VERIFICATION PHASE:

- 2.1 Notice to Proceed: TBD
- 2.2 Facilitate kick-off meeting and review of program requirements
- 2.3 Prepare final program meeting notes

2.0 DESIGN DEVELOPMENT PHASE:

- 2.1 Notice to Proceed: TBD
- 2.2 Prepare and submit Design Development Documents: 6 weeks
- 2.3 Owner Review: 1 week

3.0 CONSTRUCTION DOCUMENTATION PHASE:

- 3.1 Notice to Proceed: TBD
- 3.2 Prepare and submit Construction Documents (95%): 5 weeks
- 3.3 Owner Review: 1 week
- 3.4 Incorporate Owner Comments into Construction Documents: 1 week

4.0 BIDDING ASSISTANCE PHASE

- 4.1 Support during bid phase as required: 6 weeks (approximately)

5.0 CONTRACT ADMINISTRATION PHASE

- 5.1 Support during project construction phase: 34 weeks (estimated)