

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
23<sup>RD</sup> STREET GRAPHIC ILLUSTRATION FROM HOUSTON TO KENOSHA  
PROJECT NUMBER: 195212**

**1. Professional Service Provider:**

- a. Name: LandPlan Consultants, Inc.
- b. Telephone No.: (918) 584-6464
- c. Address: 1110 West 23<sup>rd</sup> Street, Tulsa, OK 74107

**2. Project Title and Location: 23<sup>rd</sup> Street Graphic Illustration from Houston to Kenosha.**

**3. Contract for:** Providing professional 23<sup>rd</sup> Street Project Graphic Illustration services associated with public works projects for the City of Broken Arrow. Professional services to include preparing graphic illustrations and related support services for the 23<sup>rd</sup> Street Roadway Widening and Bridge Replacement project between Houston and Kenosha. 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 a lump sum amount under this contract of Eight Thousand Six Hundred Forty Two Dollars and No/100 (\$8,642.00) 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 Fifteen (15) 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 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. 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.

**12. Effective Date:** This Contract is effective on the date executed by the Assistant City Manager of the City of Broken Arrow.

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23<sup>RD</sup> STREET GRAPHIC ILLUSTRATION FROM HOUSTON TO KENOSHA  
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SPECIAL PROVISIONS ATTACHMENT**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Graphic Illustrations and Related Support Services associated with the 23<sup>rd</sup> Street Roadway Widening and Bridge Replacement project between Houston and Kenosha for the City of Broken Arrow. Work performed under the contract shall be performed on an agreed upon lump sum basis.

**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 Graphic Illustrations in appropriate format (pdf and/or other formats) and Related Support Services for the 23<sup>rd</sup> Street Roadway Widening and Bridge Replacement project located between Houston and Kenosha.

3.2 Work will be billed at a lump sum basis and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF CONTRACT SPECIAL PROVISIONS]

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23<sup>RD</sup> STREET GRAPHIC ILLUSTRATION FROM HOUSTON TO KENOSHA  
PROJECT NUMBER: 195212  
ATTACHMENT A: PROFESSIONAL SERVICE PROVIDER'S PROPOSAL**



## **PROPOSAL MEMORANDUM**

Date: 6.13.19  
To: Mr. Alex Mills, P.E., CFM  
From: Jeffrey Morales, RLA, ASLA  
Reference: Broken Arrow 23<sup>rd</sup> Street Illustrative Plan Graphics  
Subject: Proposal for Professional Services

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### **Scope Understanding**

Per our recent phone discussions and email correspondence, please find our proposal for the Broken Arrow 23<sup>rd</sup> Street plan rendering between Kenosha and Houston Street.

This proposal includes the preparation of an illustrative, color plan graphic of the entire project length (1 mile), including landscape graphics, vehicles and pedestrians. The proposal also includes 3 graphically color-rendered support drawings: one bridge cross section illustrating vehicular lanes, pedestrian lanes and bridge structure; one bridge elevation representing something similar to the I-44 bridge (Turner Turnpike) with the OK seal and veneer on the bridge facades. The OK seal will be replaced by the Broken Arrow seal provided by the City; one typical roadway cross section outside of the bridge location again illustrating the vehicular and pedestrian lanes with landscaping and color rendering.

LPCI will provide the graphics via PDF and JPEG file formats to allow the city to utilize the graphics as needed. The graphics will not include title block information.

### **Scope of Services**

1. Discuss project deliverables and provide a proposal to the City
2. Prepare an illustrative plan graphic from Kenosha to Houston Street along 23<sup>rd</sup> Street:
  - a. Preparation of the base file from the A/E firm, including aerial information
  - b. Conversion of base linework to photoshop
  - c. Rendering of linework in photoshop
3. Prepare illustrative color graphic support drawings of the bridge elevation, bridge section and typical roadway section outside of the bridge location. The support drawings will include vehicular and pedestrian representation and landscaping as well as bridge façade improvements described in the scope understanding above.
4. Transmit PDF files of graphics to the City for review ~~on or before July 5th~~
5. Complete review revisions based on client comments.
6. Transmit final PDF, and JPEG files of the plan and support graphics to the City for use and distribution ~~on or before July 12th~~

### **Basic Fees:**

Services can be provided for a fee of \$8,642.00. Billings for services will be based on percentage of project complete. Invoices are due and payable within 14 days of receipt.

### **Additional Services**

Services and work tasks not listed in the scope of services can be provided as requested. A proposed fee will be provided for additional services prior to work commencing.

**Notice to Proceed**

If the foregoing is acceptable, please sign and date in the space provided below.

\_\_\_\_\_ Date \_\_\_\_\_  
Alex Mills, Director of Engineering and Const.  
City of Broken Arrow