

**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX BASEBALL SHADE STRUCTURES
PROJECT 2360350**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Garver, LLC, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to provide design plans to add shade structures over the bleacher areas for Fields 9-16 at Indian Springs Sports Complex Baseball (ISSC) (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.

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 and Additional Services.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

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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 enforced as of the effective date of the AGREEMENT, 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. Notwithstanding the foregoing, CONSULTANT is obligated to perform its professional services in accordance with the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances in a similar locality 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 OWNER or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to the CONSULTANT. OWNER shall defend, indemnify, and hold harmless the CONSULTANT 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, pursuant to a non-exclusive license to use the work product for project purposes only.

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.

Notwithstanding any provision to the contrary, CONSULTANT may be entitled to an equitable adjustment in the AGREEMENT price and project schedule for impacts to the SERVICES resulting from events beyond CONSULTANT's control..

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.

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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 (I), 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 the OWNER 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, CONSULTANT'S 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 Street
Broken Arrow, OK 74012
Contact: Shannon Marshall, AIA.
Special Projects Division Manager Engineering &
Construction Department

CONSULTANT:

Garver, LLC
6100 S Yale Ave, Suite 1300
Tulsa, OK 74136
(316) 616-1734
Contact Name: Nick Staib

Senior Landscape Architect

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: _____

CONSULTANT:

Garver, LLC

By: _____

Wallace Smith, PE
Director of Federal Services

Date: _____

4/15/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Attest: _____

Nick Staib, PLA, Project Manager

Date: _____

Date: _____

4/15/25

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Kansas)

County of Sedgewick) §

Before me, a Notary Public, on this 15th day of April, 2025, personally appeared Wallace Smith, PE Nick Staib known to be to be the Project Manager of Garver, LLC, 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:

9/10/2028
[Signature]
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Indian Springs Sports Complex Baseball (ISSC) shade structure additions to the bleacher areas for fields 9-16. These documents shall include, but not be limited to, the following: 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.

In addition, the CONSULTANT understands that the OWNER has \$ 325,000.00 budgeted for this PROJECT that includes all project construction monies. 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.

Furthermore, CONSULTANT understands: This project consists of designing a shade structure system to cover the bleacher areas for fields 9-16 at Indian Springs Sports Complex Baseball (ISSC). This will include the areas between the fields. No work within the ballfields will occur.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration; coordinate topographical survey in area of work, perform site design including layout, grading, and detail. All necessary structural design required for the project including foundation design shall be considered a delegated design and submitted by selected contractor for review.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Site Demolition Plan, Site Layout Plan, Site Grading/ Erosion Control Plan, Site Details, Specifications, Opinion of Probable Construction Costs.

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 three (3) calendar days.
- 3.1.2 Meet with the Owner in a Pre-Design Conference in order 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. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
- 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 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 GEOTECHNICAL Engineering: 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 Complete 3 soil borings to a depth of 15' in locations indicated on Attachment F.
- 3.2.2 Request a utility clearance through OKIE 811. UES is not responsible for loss or damage resulting from unmarked utilities.
- 3.2.3 Explore the subsurface conditions at this site by drilling borings according to the Soil Boring Schedule in Attachment F. The borings will be drilled to the aforementioned depths of auger refusal, whichever occurs first.
- 3.2.4 Logs of subsurface conditions encountered in the borings will be recorded by field personnel at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analysis.
- 3.2.5 The laboratory testing program may include the following tests: in-situ moisture content determination; Atterberg Limits (ASTM D4318); particle size analysis, and soil classification. The actual type and number of tests will depend on the soil conditions encountered.
- 3.2.6 Geotechnical engineer is anticipating that the following laboratory testing program will include in-situ moisture content determination, Atterberg limits, particle size analysis, and soil classification.
- 3.2.7 Geotechnical engineer will provide an engineering report where they will analyze the field and laboratory data and provide an engineering report regarding recommendations for site work, fill material, slab-on-grade, and for design and construction of foundations.

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

- 3.3.1 Prepare a Preliminary Site Demolition Plan to identify areas of pavement removal.
- 3.3.2 Prepare a Preliminary Site Architectural Plan showing locations of shade structures.
- 3.3.3 Prepare Preliminary Site Details, including basis of design information for shade structures.
- 3.3.4 Prepare a Preliminary Grading/ Erosion Control Plan for all areas of pavement removal.
- 3.3.5 Prepare an Opinion of Probable Construction Costs for the proposed improvements.
- 3.3.12 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.

- 3.4 **FINAL DESIGN PHASE:** Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Conduct all necessary design functions required to complete the final design phase of the project.
 - 3.4.2 Prepare and complete final design
 - 3.4.3 Prepare detailed construction plans in conformance with appropriate drafting standards
 - 3.4.4 Prepare Specifications
 - 3.4.5 Prepare final quantity estimates.
 - 3.4.6 Prepare final estimate of construction costs with a 10% contingency.
 - 3.4.7 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
 - 3.4.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
 - 3.4.9 Submit six (6) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
 - 3.4.10 The Final Design Phase submittal shall include:
 - Site Demolition Plan
 - Site Architectural Plan
 - Site Details as necessary to accurately convey the design intent to the contractor.
 - Prepare a Grading Plan/ Erosion Control Plan establishing proposed spot elevations and contours throughout the project site disturbed areas.
 - 3.4.11 Final Design Review.
 - 3.4.12 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.
 - 3.4.13 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.
- 3.5 **ASSISTANCE DURING BIDDING PHASE:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.5.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).
 - 3.5.2 Attend and conduct a pre-bid conference as required by Owner.
 - 3.5.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
 - 3.5.4 Assist in preparing addenda and addenda plan sheets as required.

3.5.5 Prepare bid tabulation, if requested, and provide recommendation for award.

3.6 CONSTRUCTION ASSISTANCE PHASE:

Construction Assistance will submit reviews, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits if requested by the CITY.

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.6.1 Incorporate changes into the drawings and produce Record Drawings.

3.6.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).

3.6.3 Submit any revisions to the Design Manual caused by construction changes.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
STREET
PROJECT NO. 2360350**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

- 1.1 Title Sheet;
- 1.2 Site Demolition Plan
- 1.3 Site Architectural Layout Plan;
- 1.4 Site Details;
- 1.5 Site Grading/ Erosion Control Plan

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

5.1 Bid Documents:

- 5.1.1 Electronic bid proposal in format provided.
- 5.1.2 Written description of construction project.
- 5.1.3 Construction duration in calendar days.

5.3 Construction Specifications

6.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

6.1 Drawings:

- 6.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

6.2 Design Manual:

- 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
- 6.2.2 Adobe Acrobat (pdf) file of Design Manual.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated ____ day of ____, 2025.

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 (see Exhibit A):

1.1 Task 1. Preliminary Design Payment:

1.1.1 Task 1.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$13,530.00** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.1.2 Task 1.3. The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,820.00** for geotechnical services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 2. Final Design Payment:

1.2.1 Task 2.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$9,810.00** for the completion of Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$1,440.00** for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Task 4. Construction Assistance Phase: The OWNER shall pay the CONSULTANT an hourly fee not to exceed the amount of **\$4,100.00** for the Construction Assistance Phase. The hourly rate for these services are listed below in section 2.0. Project closeout and record drawings are included in this phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of July, 2024.

Professional Services

Senior Landscape Architect/ Project Engineer (E-3)	\$180.00
Landscape Architect (E-1)	\$135.00
Project Engineer (E-2)	\$157.00
Design Engineer (E-1)	\$135.00
Technician 2 (T-2)	\$119.00
Administrative 2 (AM-2)	\$100.00

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

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 _____, 2025.

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. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 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, including USACOE, DEQ and FEMA 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
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the __ day of __, 2025. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule (EXHIBIT B), utilizing the phases and durations provided below.

- | | | |
|------------|--|---|
| 1.0 | TASK 1: PRELIMINARY DESIGN | 30 Days |
| 1.1 | Notice to Proceed: | |
| 1.2 | Conduct Geotechnical Investigation & Provide Recommendations/Report | |
| 1.3 | Prepare and Submit Preliminary Drawings: | |
| 1.4 | Prepare and Submit Opinion of Probable Cost: | |
| 1.5 | Owner Review: | |
| | | |
| 2.0 | TASK 2: FINAL DESIGN PHASE: | 30 Days |
| 2.1 | Notice to Proceed: | |
| 2.2 | Prepare & Submit final (90%) plans and Specifications for City Review: | |
| 2.3 | Prepare final Opinion of Probable Cost: | |
| 2.4 | Owner review: | |
| 2.5 | Prepare & Submit bid documents (100% plans and specifications): | |
| | | |
| 3.0 | TASK 3: ASSISTANCE DURING BIDDING PHASE: | |
| 3.1 | Providing bid documents: | To be determined. |
| 3.2 | Attend pre-bid conference: | To be determined. |
| 3.3 | Answer RFI's & prepare addenda: | To be determined. |
| | | |
| 4.0 | TASK 4: CONSTRUCTION ASSISTANCE PHASE: | |
| 4.1 | Construction assistance: | To be determined. |
| 4.2 | Record Drawings: | 30 days after receipt of contractor's red-lines |
| 4.3 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

ATTACHMENT F

Indian Springs Baseball Complex

Limits of topographic survey

Geotechnical- three borings- max depth of 15' , backfill borings and concrete slab patched with sacked concrete mix. Report to provide recommendations for shallow foundation.

W Shreveport St W Shreveport St

Limits of topographic survey

