

CONTRACT
CITY OF BROKEN ARROW
PLAN REVISIONS, GRAPHIC EXHIBIT PRODUCTION, & SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: 195210

1. Architect/Engineer Firm:

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

2. Project Title and Location: Main Street Bikeway Project Plan Revisions and Graphic Exhibits Production on Main Street between Washington Street and Kenosha Street, Broken Arrow, OK.

3. Contract for: Preparing revisions to existing design plans and producing graphic exhibits for Rose District meeting on the Main Street Bikeway project between Washington Street and Kenosha Street in Broken Arrow, OK.

4. Contract Data:

- a. Contract Amount: **Not to exceed amount of Four Thousand Six Hundred Seventy Dollars (\$4,670.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 30 calendar days.

5. The City of Broken Arrow, represented by the Assistant City Manager, and the Professional Service Provider, identified in paragraph 1, 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 Amendments arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by the Assistant City Manager on: 04-10-19

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PROFESSIONAL SERVICES CONTRACT NUMBER: 195210

The City of Broken Arrow LandPlan Consultants, Inc., with its principal place of business located at 1110 West 23rd Street, Tulsa, OK 74107, hereby enters into the following Contract:

The Assistant City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant for preparing revisions to existing design plans and producing graphic exhibits for Rose District meeting on the Main Street Bikeway project between Washington Street and Kenosha Street in Broken Arrow, OK.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Thirty (30) calendar days.

It is agreed that the Consultant 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 Four Thousand Six Hundred Seventy Dollars and No/100 (\$4,670.00) for the entire Scope of the Professional Services rendered. The Engineering Division Manager will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the consultant and the City on the hours required for the work item. The Consultant shall submit invoices requesting payment for services rendered to the Engineering Division Manager monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the Engineering Division Manager. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant 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.

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 full-time 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 shall be responsible for his own vehicle expenses 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 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 LandPlan Consultants, Inc. 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

Approved as to form:

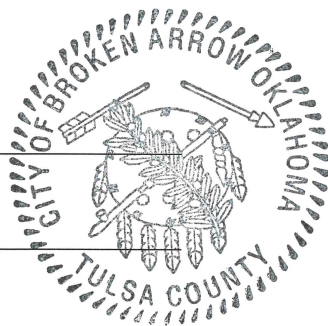
By [Signature]
Assistant City Attorney

By Kenneth D. Schwab
Kenneth Schwab, Assistant City Manager

Date 04-10-19

Attest:
[Signature]
City Clerk

Date 4/10/19

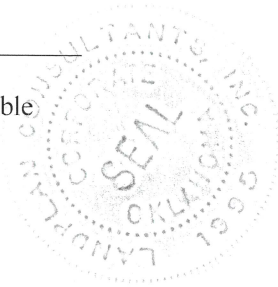


CONSULTANT:

LandPlan Consultants, Inc.

By [Signature]
Keith R. Franklin, President
(Printed Name and Title)

Date 4-1-19
(CORPORATE SEAL) if applicable



Attest

By [Signature]
Jeffrey Morales
(Printed name and title)

Date 4-1-19

VERIFICATION

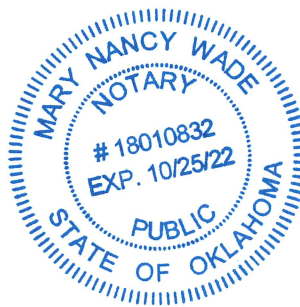
State of Oklahoma) §
County of Osage)

Before me, a Notary Public, on this 1st day of April, 2019, personally appeared Keith R. Franklin, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: _____) of LandPlan Consultants, 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:

10/25/2022

Mary Nancy Wade
Notary Public



**CONTRACT
CITY OF BROKEN ARROW
PLAN REVISIONS, GRAPHIC EXHIBIT PRODUCTION, SUPPORT SERVICES
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER 195210**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide revisions to existing design plans and graphic exhibits for Rose District meeting for the Main Street Bikeway project between Washington Street and Kenosha Street in Broken Arrow, OK.

SP- 2.0 SERVICES OF THE CITY:

2.1. The City will furnish to Consultant 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:

3.1 The Consultant shall (See attached Consultant Proposal document in Exhibit 1).

[END OF CONTRACT SPECIAL PROVISIONS]



EXHIBIT 1
CONSULTANTS PROPOSAL
(PAGE 1 OF 2)

PROPOSAL MEMORANDUM

Date: 3.08.19
To: Mr. Alex Mills, P.E., CFM
From: Jeffrey Morales, RLA, ASLA
Reference: Broken Arrow Main Street Bikeway
Subject: Proposal for Professional Services

Scope Understanding

Per our recent phone discussions and email correspondence, please find our proposal for the Broken Arrow Main Street Bikeway plan revisions and associated additional plan sheets. The scope of work also includes the reproduction of the title sheet at full scale (22x34 bond) and the incorporation of all plan layouts into one continuous layout plan for presentation purposes.

Scope of Services

1. Revise the base file and prepare revised plan sheets:
 - a. Title Sheet
 - b. Pay Quantities and summaries/pay notes
 - c. Existing bicycle route/lane plan revisions
 - d. Incorporate the requested bicycle route detour into the plans
 - e. Complete all sign detail revisions including assembly quantities
 - f. Complete all associated sheet legend revisions (sign and striping quantities)
2. Prepare full size hard copy prints for upcoming breakfast meeting:
 - a. Create new appropriate viewport and scale in order to plot a full size, continuous plan sheet showing the full extent of the project from Washington to Kenosha. All proposed changes included in the above scope of services do not have to be completed prior to the creation of the continuous plan sheet.
 - b. Provide an additional full-size map (22x34) of the title sheet. Incorporate the changes listed in the scope above by revising the graphics to be an accurate representation of the changes described in the above scope. The blue line on the north end of the project will be changed to green. An additional graphic will be introduced to show the proposed detour for the temporary bike route along 4th from Commercial to Midway.
 - c. Remove the gold line leading to the Arrowhead Park location
 - d. Provide PDF's of title sheet revisions and the continuous full size plan for review prior to Wednesday, March 13th.
3. Transmit all plan sheets to the City for review.
4. Complete review revisions based off client comments.
5. Transmit final plan revisions to the City for distribution and construction.

EXHIBIT 1
CONSULTANTS PROPOSAL
(PAGE 2 OF 2)

Proposal Memorandum
Page 2

Basic Fees:

Services can be provided for a fee of \$4,670.00. 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.

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

Date