

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
NEINHUIS PARK SAND VOLLEYBALL COURTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 186023**

1.0 Professional Consulting Firm:

- 1.1 Name: Land3 Studio, LLC
- 1.2 Telephone No.: (816) 207-6019
- 1.3 Address: 317 SE Main
Lee's Summit, MO 64063

2.0 Project Name/Location: Neinhuis Park Sand Volleyball Courts. Neinhuis Park on 9th Street north of 61st Street.

3.0 Statement of Purpose: Design construction plans for the construction of approximately four (4) sand volleyball courts at Neinhuis Park. A master plan for future sand volleyball courts, parking and other accessories will be a part of the project.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$ 18,850.00
- 4.2 Agreement Time: 150 calendar days
- 4.3 Estimated Construction Cost: \$ 150,000.

5.0 Contract Documents and Priority: The City of Broken Arrow (OWNER), represented by the City Manager, and Land3 Studio, LLC, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
LAND3 STUDIO, LLC
FOR
NEINHUIS PARK SAND VOLLEYBALL COURTS
PROJECT NO. 186023**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Land3 Studio, LLC. (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to design sand volleyball courts for Neinhuis Park (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

The effective date of this AGREEMENT shall be the _____ day of December, 2017.

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. 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 D, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment C, 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 9.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER's 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 CONSULTANT's negligent or intentional acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, 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

Provided that the CONSULTANT has acted in good faith and performed his duties in accordance with this AGREEMENT, CONSULTANT shall not be liable to OWNER for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other PROJECT participant to fulfill contractual or other responsibilities to the OWNER, failure to finish or construct the PROJECT in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

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 - 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: Mr. Bill Cyganovich, P.E.
Project Engineer

CONSULTANT: Land3 Studio, LLC.
317 SE Main
Lee's Summit, MO 64063
816-207-6019
Contact: Bob G. Bushyhead, ASLA
Sr. Project Manager

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

ARTICLE 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - THIRD PARTY RIGHTS

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

ARTICLE 24 - 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 25 - IMMIGRATION COMPLIANCE

25.1 Consultant shall demonstrate that he:

25.1.1 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

25.1.2 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

25.1.3 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

25.1.4 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.

25.2 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 Contractor as set forth more fully in Paragraph 25.1 above.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:

City of Broken Arrow

Approved as to form:

By _____
Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Land3 Studio, LLC.

By Brian Bullock

Title Member / Manager

Date 12.4.2017

VERIFICATIONS (If not a corporation)

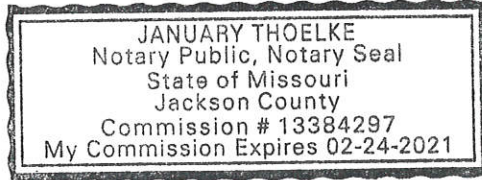
State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 4th day of December, 2017, personally appeared Bob G. Bushyhead, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: _____ of Land3 Studio, LLC., 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:
02-24-2021

[Signature]

Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
LAND3 STUDIO, LLC
FOR
NEINHUIS PARK SAND VOLLEYBALL COURTS
PROJECT NO. 186023**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of December, 2017.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare a Master Plan and construction documents for bidding purposes for the construction of sand volleyball courts. These documents shall include, but not be limited to, the following: a design development/master plan documents and bid document quantities for four (4) sand volleyball courts; 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 \$150,000 budgeted for this PROJECT that includes all professional consultant fees and 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.

2.0 PROJECT SCOPE

CONSULTANT shall prepare a Design Development/Master Plan document for Phase 1 and future phase improvements. The CONSULTANT shall prepare Construction Drawings and Bid Documents for the first phase of the improvements. It is anticipated that four (4) Volleyball Courts, Lighting, Access, and related amenities will be included in Phase 1. Future phase improvements to be addressed in the Master Plan include additional courts, parking, walks, and hospitality components. .

CONSULTANT shall provide consulting services as follows:

- Topographical Survey Coordination
- Information for Site Grading, Drainage, and Court Design
- Public Utility Design Relocations
- Agency Coordination

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 as well as project schedule and milestone dates.
 - 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 LAND SURVEY PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the Consultant's proposal for "Task One" in Exhibit 1 and schedule provided in Attachment E:
- 3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project. Control shall be in accordance with the OWNER'S Engineering Design criteria.
 - 3.2.2 Conduct all field surveys, including topographical and aerial surveys, as necessary, for design of the project.
 - 3.2.3 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.
 - 3.2.4 Coordinate with utilities companies concerning upcoming projects and schedules. (In concert with the OWNER'S relocation agent.)
 - 3.2.5 Submit three (3) bound sets of 1/2 size prints and one (1) PDF file (if required) of the survey drawings plans.
- 3.3 NPDES/SWPPP PHASE: The CONSULTANT will prepare and submit to the client an application for a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit for the proposed project. The OWNER will be responsible for final certification of the Permit application as well as the permit fee. As required by the Construction Stormwater Permit, the CONSULTANT will prepare a Stormwater Pollution Prevention Plan (SWPPP) to be maintained on-site during construction activities. CONSULTANT shall perform the following tasks in accordance with the Consultant's proposal for "Task Three" in Exhibit 1 and schedule provided in Attachment E.
- 3.4 DESIGN DEVELOPMENT PHASE: Following approval of the Master Plan, the CONSULTANT shall perform the following tasks in accordance with the Consultant's proposal for "Task Four" in Exhibit 1 and schedule provided in Attachment E:
- 3.4.1 CONSULTANT will prepare an analysis of site factors, previous planning documents, sustainability framework, and input from OWNER regarding site development options.
 - 3.4.2 CONSULTANT will develop Concept Plan recommendations to discuss and evaluate.
 - 3.4.3 As a Concept emerges, CONSULTANT will discuss and determine the theme and quantity of the improvements by resolving materials,

- scale, dimension, and organization of spaces to serve as a guide for final design.
- 3.4.4 The Design Development process will include continuous cost projections to facilitate decision making and accountability to the project framework.
 - 3.4.5 Prepare preliminary construction plans of proposed project.
 - 3.4.6 Prepare preliminary quantity estimate.
 - 3.4.7 Prepare preliminary estimate of construction costs using 15% contingency.
 - 3.4.8 Submit five (5) bound sets of ½ size prints and one (1) electronic pdf on a flash drive of the preliminary plans.
- 3.5 CONSTRUCTION DOCUMENTS AND BIDDING PHASE: Following City of Broken Arrow Standards, CONSULTANT will prepare the appropriate plans, documentation, coordination and oversight review for the proposed improvements focused to bidding and implementation. CONSULTANT will include key OWNER staff input in the design process while meeting the requirements for integrated departmental review and approval. CONSULTANT shall perform this task in accordance with the Consultant's proposal in for "Task Five" in Exhibit 1 and schedule provided in Attachment E:
- 3.5.1 Following review, input and discussions of the Preliminary Plans, CONSULTANT will prepare 100% Construction Documents for review.
 - 3.5.2 Provide necessary responses to preliminary plan review comments.
 - 3.5.3 Prepare and complete final design.
 - 3.5.4 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.5.5 Prepare final quantity.
 - 3.5.6 Prepare final estimate of construction costs with a 10% contingency.
 - 3.5.7 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.
 - 3.5.8 Prepare Contract proposals in units compatible with Broken Arrow & ODOT specifications.
 - 3.5.9 Submit five (5) bound sets of ½ size prints of final construction plans, one (1) electronic pdf set of final construction plans, five (5) sets of final contract bid documents to the OWNER for distribution and review.
 - 3.5.10 During the bidding and permitting process, CONSULTANT will attend pre-bid meeting and facilitate in the issuance of any necessary clarifications and addenda.
 - 3.5.11 Incorporate final review comments and furnish one (1) complete set of ½ size sets of final drawings, signed and sealed, one (1) set of final drawings in electronic media (AutoCAD 2015 or earlier version), one (1) master set of final specifications on electronic media and paper.
- 3.6 CONSTRUCTION AND POST CONSTRUCTION PHASE: During construction, provide limited construction phase services, including on-going documentation, coordination, and review to assist OWNER during the bidding process and construction phase of the Project. CONSULTANT shall perform the following tasks in accordance with the schedule provided in Consultant's proposal for "Task Six" in Exhibit 1 and Attachment E:

3.6.1 CONSULTANT will provide limited construction observation and local construction meeting involvement. The work provided will include the following:

- Attend pre-construction meeting
- On-site visits by CONSULTANT during the construction
- Attend progress meetings with OWNER, construction contractor and others.
- Review of shop drawings, respond to RFI's and other applicable submittals.
- Review pay applications consistent with the progress of the construction work.
- Prepare and maintain an on-going log of completion/working punch list.
- Prepare record drawings based on information provided by the contractor.
- Advise OWNER regarding request for proposals, change orders and other applicable contract administrative submittals.
- Prepare reports, memos, and letters to OWNER documenting on-site observations.
- Review and document quality control reporting and submittals.
- Evaluate field construction prior to substantial completion.

3.6.2 Upon receipt of notice of substantial completion of aspects of the work, CONSULTANT will visit the project site and evaluate the work completed relative to the project requirements for purposes of preparing a punch list of items to be provided or completed prior to final acceptance.

3.7 GEOTECHNICAL INVESTIGATION:

CONSULTANT will utilize existing Geotechnical Information for the planning and design work. Should the scope of improvements include work that might require additional Geotechnical Information, CONSULTANT will propose additional services for that work if required. CONSULTANT shall perform the following tasks in accordance with the schedule provided in Consultant's proposal for "Task Two" in Exhibit 1 and Attachment E:

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
LAND3 STUDIO, LLC
FOR
NEINHUIS PARK SAND VOLLEYBALL COURTS
PROJECT NO. 186023**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following compensation and hourly rates shall apply as described in Attachment B and shall be made a part of the AGREEMENT dated the ___ day of December, 2017.

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 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 General Plan and Profiles;
- 1.5 Required Cross Sections;
- 1.6 Standard Construction Details; and
- 1.7 Standard Construction Drawings.

2.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents: N/A

- 2.1 Individual Legal Description Documents for temporary construction easements;
- 2.2 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.3 Closure Report;
- 2.4 Surveyor's Certification Document;
- 2.5 Ownership Certification Report; and;
- 2.6 Individual Property Appraisal Request Form.

3.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents: N/A

- 3.1 Overall Project Drainage Map;
- 3.2 Stormwater Management Plan
- 3.3 Erosion Control Sheets

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

4.1 Structural Design Calculations
4.1.1 Retaining Walls (if required)

4.2 Other Engineer Design Calculations

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

5.1 Advertisement Documents:
5.1.1 Advertisement for bids;
5.1.2 Notice to Bidders;

5.2 Bid Documents:
5.2.3 Bid Proposal;

5.3 Project Conditions:
5.3.1 General Conditions;
5.3.2 Special Conditions;

5.4 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 2015 or earlier) 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.

**ATTACHMENT C
TO
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BETWEEN
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FOR
NEINHUIS PARK SAND VOLLEYBALL COURTS
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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 December, 2017.

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 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

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TO
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FOR
NEINHUIS PARK VOLLEYBALL COURTS
PROJECT NO. 186023**

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 December, 2017.

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 Task 1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 3,500.00 for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Geotechnical Investigation Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ (to be negotiated if needed) for the completion of the Planning and Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. NPDES/SWPPP Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 1,500.00 for the completion of the NPDES/SWPPP Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Design Development Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 6,000.00 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 Task 5. Construction Documents and Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,000.00 for the Construction Documents and Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. Construction and Post Construction Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 2,850.00 for the Construction and Post Construction 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 January 1, 2017.

Professional Services

Executive Engineer	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$160.00
Project Engineer	\$130.00
Engineer Intern	\$95.00
Designer	\$100.00
Engineering Technician	\$85.00
Professional Land Surveyor	\$110.00
Surveyor	\$60.00
Professional Administrator	\$75.00
Resident Project Representative	\$80.00

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.

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
LAND3 STUDIO, LLC
FOR
NEINHUIS PARK SAND VOLLEYBALL COURTS
PROJECT NO. 186023**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of December, 2017.

1.0 LAND SURVEY PHASE:

- 1.1 Notice to Proceed:
- 1.2 Conduct Topographical Surveying: 4 Weeks
- 1.3 Prepare Land Survey Plans: Part of Task 4

2.0 NPDES/SWPPP PHASE:

- 2.1 Notice to Proceed: Concurrent with Task 1
- 2.3 Submit NPDES/SWPPP Report: 2 Weeks
- 2.4 Owner Review: 2 Weeks

3.0 DESIGN DEVELOPMENT PHASE:

- 3.1 Notice to Proceed: Upon completion of owner review for Tasks 1&2
- 3.2 Submit Design Development Plans: 4 Weeks
- 3.3 Owner Review: 2 Weeks

4.0 CONSTRUCTION DOCUMENTS AND BIDDING PHASE:

- 4.1 Notice to Proceed: Upon completion of owner review for Task 3
- 4.2 Prepare Property Report for R-O-W: N/A
- 4.3 Review utility relocation plans: N/A
- 4.4 Submit final (90%) plans and specifications for City review: 5 Weeks
- 4.5 Owner review: 2 Weeks
- 4.6 Submit bid documents: 2 Weeks after final owner review

5.0 CONSTRUCTION AND POST CONSTRUCTION PHASE:

- 5.1 Construction assistance: TBD
- 5.2 Record drawings: 45 days after receipt of contractor's red-lines.

6.0 GEOTECHNICAL INVESTIGATION:

- 6.1 Need: To be determined during Task 3
- 6.2 To be negotiated if needed.



October 31, 2017

Mr. Scott Esmond
Director
Parks and Recreation Department
485 N. Poplar Ave
Broken Arrow, OK 74012

Re: Neinhuis Park Volleyball Courts

Scott,

Based on the information provided and subsequent discussions, the following proposal describes and defines the Design / Construction Phase Services we propose for the Volleyball Court Improvements at Neinhuis Park.

It is proposed that the work will include preparation of Design Development / Master Plan documents for Phase I and future phase improvements along with Construction Drawings and Bid documents for anticipated Phase I Improvements.

It is anticipated that four (4) Volleyball Courts, Lighting, Access, and related amenities will be included in Phase I. Future phase improvements to be addressed in the Master Plan include additional courts, parking, walks, and hospitality components.

SCOPE OF SERVICES

Topographic Survey

Our Team will prepare a topographic survey for the proposed development area that compliments & validates existing aerial topographic information including pavement, drainage structures, utilities, ditch flow lines, structures, significant trees, and contours at one (1) foot intervals. The survey shall serve as a base map for design of the improvements.

Geotechnical Investigation

LAND3 will utilize existing Geotechnical information for the planning and design work. Should the scope of improvements include work that might require additional Geotechnical information, we will propose additional services for that work if required.

NPDES/SWPPP

The LAND3 Team will prepare and submit to the client an application for a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit for the proposed project. The Owner will be responsible for final certification of the Permit application as well as the permit fee.

As required by the Construction Stormwater Permit, our team will prepare a Stormwater Pollution Prevention Plan (SWPPP) to be maintained on-site during construction activities.

Design Development

In an effort to reflect the Program requirements provided by the Owner, the LAND3 Team will prepare an analysis of site factors, previous planning documents, sustainability framework, and input from Staff regarding site development options; the LAND3 Team will develop Concept Plan recommendations to discuss and evaluate.

As a preferred Concept emerges, we will discuss and determine the theme & quality of the improvements by resolving materials, scale, dimension, and organization of spaces to serve as a guide for final design.

The Design Development process will include continuous cost projections to facilitate decision making and accountability to the project framework.

Construction Documents & Bidding

Following City of Broken Arrow Standards, our Team will prepare the appropriate plans, documentation, coordination and oversight review for the proposed improvements focused to bidding and implementation. We will include key City staff input in the design process while meeting the requirements for integrated departmental review and approval.

Following review, input and discussions; LAND3 will prepare 100% Construction Documents for review and costing, appropriate submittals for jurisdictional review, and specifications for bidding and construction of the proposed improvements. Final CAD files with proposed improvements and base information will be provided.

Additionally, we will provide necessary responses to review comments and costing input, including modifications to submitted preliminary design documents.

Final plans, specifications, bidding documents, and necessary contract documents shall facilitate a single project delivery framework that meets the requirements of the City. These documents shall focus on permitting and jurisdictional approval, bidding, and contracting.

During the bidding and permitting process, we will lead efforts to resolve jurisdictional and permitting processes, facilitate the bidding process through response to inquiries, pre-bid meeting, and issuance or necessary clarifications and addenda.

We will facilitate continuous coordination and communication with your office regarding issues of project management and administration to ensure that our documentation is properly coordinated. Document and respond appropriately to related issues of coordination.

Construction & Post Construction Phase

During construction, provide limited construction phase services, including on-going documentation, coordination, and review to assist the City during the bidding and construction phases of the Project.

The LAND3 Team will provide limited construction observation and local construction meeting involvement. The work provided will include the following:

- Attend pre-construction meeting.
- On-site visits by our team during the construction

- Progress meetings with the City, construction contractor and consultant(s).
- Review of shop drawings, respond to RFI's, and other applicable submittals.
- Review pay applications consistent with the progress of the construction work.
- Prepare and maintain an on-going log of completion/working punch list.
- Prepare record drawings based on information provided by the contractor.
- Evaluate the Project completion for purposes of certifying final acceptance of the Project.
- Advise your office regarding request for proposals, change orders and other applicable contract administration submittals.
- Prepare reports, memos, and letters to your office documenting on-site observations.
- Review and document quality control reporting and submittals.
- Evaluate field construction prior to substantial completion.

Upon receipt of notice of substantial completion of aspects of the work, LAND3 will visit the project site and evaluate the work completed relative to the project requirements for purposes of preparing a punch list of items to be provided or completed prior to final acceptance.

INFORMATION OR SERVICES TO BE SUPPLIED BY OTHERS

Existing hydraulic information, subsurface investigations and any other site-specific investigations.

SERVICES NOT INCLUDED

Any substantive changes resulting in increased complexity or changes in design requiring rework once the review process is under way may be considered extra services.

This proposal does not include services for testing during construction.

Should the construction phase be extended past the current construction schedule, LAND3 reserves the right to submit a request for substantiated additional fees for related design or construction period services.

This proposal does not anticipate providing copying or reproduction services. Documents will be provided in electronic format for issuance. If printing is provided we will bill those as a reimbursable cost.

EXTRA SERVICES

We will identify services not included in our proposed scope of work if they are requested. We will advise your office of the impact on our work, and propose an increase to the fee amount before any work is undertaken that is outside our scope of services.

PROPOSED FEE

Proposed fees are based on our understanding of the required construction document submittals and construction observation.

Topographic Survey	\$ 3,500
SWPP Documentation	\$ 1,500
Master Plan, Design, Bid, & Limited Construction Phase Services:	\$ 13,850

CREDITS AND ACKNOWLEDGMENTS

LAND3 Studio, LLC shall, **where appropriate**, be given credit and acknowledgment for consulting by your office, your agent, and/or your client in published articles and/or promotional brochures.

Bob G. Bushyhead, ASLA

Thank you again for considering LAND3 Studio, LLC for this project.