

**CITY OF BROKEN ARROW
BROKEN ARROW INNOVATION DISTRICT SERVICES
PROFESSIONAL CONSULTANT CONTRACT**

1. Planning Consulting Firm:

a. Name: HALFF ASSOCIATES.INC.

b. Telephone No.: 405-546-3820

c. Address: 2000 North Classen Blvd. Suite S120 Oklahoma City, OK73106

d. Project Manager: Jim Carrillo, FAICP, PLA

2. Project Title and Location: Innovation District Services

3. Contract for: Professional services to assist with planning and development of the proposed Innovation District

4. Contract Data:

a. Contract Amount: \$ 146,500 for Phase2

b. Liquidated Damages: **N/A**

c. The total time allowed for contract completion of Phase 2 Services is as specified below.

5. The City of Broken Arrow ("City"), represented by the City Manager, and the Consultant, identified in paragraph 1, agree to perform this contract in strict accordance with the clauses, provisions, and the documents shall be interpreted in the following order:

- a. This Contract and Attachments
- b. Duly Authorized amendments to this Contract (if any)
- c. Special Provisions attached to this Contract (if any)
- d. General Provisions set out in this Contract (if any)

CITY OF BROKEN ARROW
BROKEN ARROW INNOVATION DISTRICT SERVICES
PROFESSIONAL CONSULTANT CONTRACT

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) with its principal place of business located at 220 South First Street, Broken Arrow, Oklahoma 74012 and Half Associates, Inc. (Consultant) with its principal place of business located at 2000 North Classen Blvd, Suite S120, Oklahoma City, Oklahoma 73106, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of the Consultant to provide Planning, Design, and Engineering Consulting services towards planning and design for an Innovation District.

The Consultant shall perform all duties, responsibilities and requirements as set out in the Scope of Services for Phase 2 of the Innovation District. (See Attachment "A")

These duties, responsibilities and requirements shall be completed with the timeframe described in Attachment "C" for Phase 2 services.

It is agreed that the Consultant shall be compensated as described in Attachment "B" for the Scope of the Professional Services rendered for Phase 2. The Consultant shall submit invoices requesting payment for services rendered, to the City's Place making Manager in accordance with the progress of the work. The invoices shall be in a format satisfactory to the City's Special Project Manager. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice, or soonthereafter.

The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time and resources 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 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 and any member/s or sub- contractors of the consulting team shall be responsible for their own vehicle expenses incurred 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 parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, Oklahoma

A Municipal Corporation

Approved as to form:

City of Broken Arrow

City of Broken Arrow

Kim Slinkard
Assistant City Attorney

Michael L. Spurgeon
City Manager

Halff Associates, Inc.

James Carrillo, FAICP, RLA
Vice President

VERIFICATIONS

State of Texas (County of
Travis)

Before me, a Notary Public, on this _____ day of August 2019, personally appeared _____ known to me to be a Vice-President, of Halff Associates, 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: Notary Public _____

Attachment “A” – Scope of Services

City of Broken Arrow - Innovation District - Phase 2 Innovation District Vision, Programming and Strategy Development

Introduction

The City of Broken Arrow (hereafter referred to as City) is pursuing the development of an Innovation District to assist with enhancing the City's attractiveness as a location for specialized manufacturing, research, technology and other high-wage employment industries. The Innovation District will partner with multiple other entities, including Tulsa Tech, Northeastern State University (Broken Arrow Campus), the Broken Arrow Independent School District, the Broken Arrow Chamber of Commerce and area companies to plan for and develop an Innovation District strategy and site. This phase will be performed by Halff and Associates, Inc. (hereinafter referred to as “Consultant”) located at 2000 North Classen Avenue, Suite S120, Oklahoma City, OK, 73106 and at 1201 North Bowser Lane, Richardson, Texas, 75201. HR&A Advisors (referred to as HR&A hereafter) will be retained engaged by Consultant as a subconsultant and will utilize staff with significant innovation district expertise from multiple office locations, including Raleigh, Atlanta and Dallas. Where a specific team firm will perform a task individually, that firm is noted in the scope of work. Collectively, Halff and HR&A will be referred to as the Planning Team.

This phase is a continuation of previous efforts initiated in 2018, and is referred to as Phase 2 efforts. This phase begins with a focus on understanding background economic and marketing influences in Broken Arrow and the greater Tulsa region, and uses that background understanding to help create a vision and program for the proposed Innovation District. This scope of work includes the following Phase 2 tasks:

- Task 1 – Ongoing Coordination and Project Management
- Task 2 – Initial Kickoff and Due Diligence
- Task 3 – Economic and Market Conditions Review
- Task 4 – Draft Framework Plan
- Task 5 – Final Framework Plan and Presentation

Deliverables will include documents formatting in Word, PowerPoint, and /or InDesign, illustrations in Adobe Photoshop, Illustrator or InDesign formats, and electronic documents for distribution in PDF format. Data base compilation and associated mapping may be performed in Geographic Information Mapping (GIS) format. All final information will be transmitted in electronic PDF format for use by the City.

A total of three (3) on-site visits by HR&A Advisors who are to be subcontracted by Consultant (as indicated under tasks below) and five (5) on-site visits by Consultant . are included with this scope of services. Additional meetings may be conducted via Webex or video conferencing throughout the process as deemed necessary.

PHASE 2 – SCOPE OF SERVICES

TASK 1: Ongoing Coordination and Project Management

Upon notice to proceed, Consultant will coordinate with City staff regarding schedule to ensure it meets the City's needs and timeframe. Efforts will include working with a City-designated technical review committee (comprised of City staff) and a Steering Committee (as defined by the City and comprising current members of the Economic Development Corporation's Innovation District sub-committee) to routinely engage and solicit periodic feedback on components of the plan. The planning team will work with the City to develop and confirm a list of key additional entities to participate in round table discussions during Task 2. A schedule will be created with the City to enhance coordination, chart critical steps, and facilitate the project's successful advancement. Consultant will coordinate with other team consultants, and will issue periodic progress reports as appropriate or as requested by the City. This task will be ongoing throughout the planning process.

Task Summary

Timing: Ongoing throughout the plan development process.

Number of Visits/Meetings: No visits or in-person meetings included with this task. Up to ten (10) Webex meetings and other phone conversations with staff as necessary are included throughout the duration of the effort (for coordination and/or status update purposes only).

Deliverable(s): Preparation of working schedule for the planning process, status updates with City staff via Webex, monthly progress reports.

City of Broken Arrow Responsibilities: Confirm/assemble committee and roundtable participants, schedule and organize all meetings, issue meeting invitations, provide input and reviews as appropriate.

TASK 2: Initial Kickoff and Due Diligence

This task will consist of the review of background information and initial meetings to gather information on the City's goals, current assets, opportunities for collaboration, and stakeholder perspectives on the role of the proposed Innovation strategy.

Subtask 2.1: Review of Existing Plans

The City will assemble and provide to the Planning Team existing planning and other background materials identified by the City's staff as important to understanding current planning and developmental dynamics within the City. HR&A will review the provided background information and provide a written summary of key highlights to the City. This process will inform the Planning Team's later work and provide invaluable context to finding solutions unique to Broken Arrow.

Subtask 2.2: Kickoff Meeting and Site Tour

The Planning Team staff will undertake Trip #1 to Broken Arrow to hold an in-person kick-off meeting and visioning session with City staff and other key stakeholders from relevant local organizations and businesses that will form the advisory committee for the project. Background information on the key principles of innovation districts and relevant models/case studies will be presented to set the stage for discussions. HR&A will provide information on relevant innovation project districts in similar-sized communities and context for possible travelling visits by City staff (attendance by HR&A at visits is not included in this scope). This visioning session will center on a discussion of the project objectives, desired elements and guiding principles for the innovation district plan. The Planning Team will also confirm procedural matters during this visit including the overall project schedule and key milestones, and the selection of key focus areas within the City that will help orient the team's analytical focus.

Following this initial meeting, HR&A will attend a client-led citywide tour with a focus on those key economic assets in Broken Arrow and, if appropriate, potential innovation district focus areas. This site tour will ground the Planning Team in the physical and market realities of Broken Arrow.

Subtask 2.3: Innovation Programming Roundtable Discussions

During Trip 1, the Planning Team will conduct up to four roundtable discussions with representatives from multiple entities. These discussions will provide additional insight into existing linkages and potential partnership organizations for the proposed innovation district. This will help HR&A assess the organizational synergies that will form the building blocks of the innovation district as well as identify existing resource gaps within the proposed district that would need to be addressed. Most immediately, these discussions will serve as springboards to identify existing opportunities and potential partnerships that would inform the programming and management of the potential innovation district. A summary of key points derived from the discussions will be assembled and forwarded to the City for review.

Task Summary

Timing: Four weeks/ completed within four weeks from project commencement

Number of Visits/Duration/Meetings: One (1) on-site visit (Trip #1 for the Planning Team) with a two-day duration; One coordination Webex meeting prior to the visit with City and Planning Team members; up to six meetings and one area tour will occur during this visit.

Deliverable(s): Materials and presentations for meetings, meeting facilitation, summary of key meeting points and findings.

City of Broken Arrow Responsibilities: Schedule and organize meetings, organize citywide tour (including appropriate vehicle(s) for tour), issue meeting invitations, provide input regarding meeting materials, provide refreshments/ meals during meetings as necessary, review meeting summaries and comment as appropriate.

Task 3: Economic and Market Conditions Review

During this task, HR&A will conduct a high-level economic analysis to understand the industrial and employment composition of Broken Arrow and the greater Tulsa region.

Subtask 3.1: Industry Sector Analysis

HR&A will conduct a high-level economic analysis to understand the industrial composition of Broken Arrow and the greater Tulsa area. We will analyze the ways in which Broken Arrow could target complementary industry sectors that leverage existing strengths and assets. Our quantitative analysis will include a location quotient analysis and shift share analysis to measure the concentration of potential target industries in the region and their local performance in comparison to the state and national economy. We will supplement this quantitative analysis with discussions with key organizations and industry associations (via phone or video-conferencing) to gain their perspective on Broken Arrow's competitive advantages and disadvantages as it relates to their industries.

This information will be summarized as a component of a summary document (see Task 5 below) for review by the City.

Subtask 3.2: Real Estate Market Scan

An effective innovation district framework for Broken Arrow must be firmly rooted in a realistic economic positioning strategy and assessment of real estate opportunities. HR&A will analyze the market feasibility of potential uses that would likely comprise the innovation district's future development program, including office, research, retail, and housing uses.

Drawing on secondary sources such as national real estate data providers CoStar and REIS, HR&A will examine local and regional trends in rents, occupancy, absorption, and development typologies, as well as the pipeline for new construction in the region. HR&A will supplement third party sources through interviews with real estate industry experts, including real estate brokers, developers, and City officials. These analyses will help build a deeper understanding of realistic opportunities going forward.

Subtask 3.3: Education Profile

Using information provided by the City of Broken Arrow and area educational entities, a summary of existing and planned educational facilities and available curriculum programs will be assembled to broadly assess secondary and higher educational opportunities available in the community to support new industry and workforce growth. This information will be summarized in presentation format as a component of a summary document (see Task 5).

Subtask 3.4: Preliminary Site Review

Halff will review existing conditions for a potential site for the proposed district, including the potential impact of existing conditions issues on development of the site. The review will reflect general compliance for access from the public streets and from adjoining properties, potential internal street arrangements, potential roadway and access configurations, areas for preservation, potential developable areas,

connections to adjoining properties and areas impacted by deed or covenant restrictions. It will also consider potential influences on the broader area around the proposed site. If requested, Halff will assist in a presentation to the Land Seller as necessary. Portions of this sub-task may be performed by the City of Broken Arrow.

Subtask 3.5: Presentation of Existing Conditions Analysis, Opportunities and Challenges Assessment

The Planning team will prepare a summary document and presentation to be delivered as part of a physical planning workshop that (1) highlights consolidated economic and market findings from Tasks 3.1 and 3.2 above, and (2) offers a synthesized assessment of opportunities and challenges for Broken Arrow from an economic and physical perspective. Halff will present this component in person (Halff - Trip #2), with video-conferencing by the Planning Team. This analysis will focus on initial recommendations for industry targeting, innovation programming centered around the potential Innovation District, and land use and connectivity adjustments that will support the development of Broken Arrow's innovation district.

Task Summary

Timing: Five (5) weeks/ Completed within ten (10) weeks from project commencement.

Number of Visits/Duration/Meetings: One (1) on-site visit by Halff with a one to 1.5 day duration; One coordination Webex meeting prior to the visit with City and Planning Team members; Up to three meetings total with the Innovation District Committee, City's Technical Committee, interested stakeholders/public, and City Council.

Deliverable(s): Materials and presentations for meetings, meeting facilitation, summary of key findings in summary presentation format.

City of Broken Arrow Responsibilities: Provide relevant City/region background economic/market data as requested; review draft materials/information provided by the Planning Team and comment as appropriate; schedule and organize meetings, issue meeting invitations, provide input regarding meeting materials, provide refreshments/ meals during meetings as necessary, review meeting summaries and comment as appropriate.

Task 4: Draft Framework Plan

During this task, HR&A will conduct a high-level economic analysis to understand the industrial and employment composition of Broken Arrow and the greater Tulsa region.

Subtask 4.1: Highest and Best Use Scenario

To help determine the best physical needs of the District, HR&A, with input from Halff, will develop a highest-and-best-use development scenario. This scenario will center on a physical and programmatic vision for the innovation district in conjunction with key endowing partnership strategies and ancillary

supporting development identified as market feasible in the previous task that will build a sense of vibrancy in the district. This scenario will be developed in a summary presentation format, and will be provided to the City in draft format for review and comment.

Subtask 4.2: Financial Feasibility and Economic Impact Assessment

To evaluate the feasibility of the proposed scenario, the Planning Team will utilize pro forma financial analysis to test development feasibility from the perspective of private developers. HR&A's financial modeling will provide a high-level determination of the range of supportable land value resulting from the scenario. Halff will assist in developing order of magnitude infrastructure cost projections, using input from recent bids received by Broken Arrow. This high-level analysis will enable the Planning Team to identify funding that would need to be filled in order to catalyze development. HR&A will also estimate the economic and fiscal impacts for Broken Arrow and the region more broadly in terms of net new jobs supported and local property and sale tax revenues generated. This assessment will be developed in a draft summary presentation format for City review and comment.

Subtask 4.3: Presentation of Draft Innovation District Framework

This phase will culminate in the development of a draft framework plan to be presented to the City and advisory committee during Trip #3 by Halff (Trip #2 by HR&A). A briefing to City Council may be conducted if appropriate at this time. This draft framework plan, in summary presentation format, will highlight the physical contours of the highest-and-best use scenario and the economic and fiscal impacts of the scenario, and provide a clear and compelling narrative detailing how the framework meets the vision and objectives espoused in previous tasks. The meeting will serve as a forum for feedback, which will be used to flesh out the final framework plan in Task 5.

Task Summary

Timing: Seven (7) to Eight (8) weeks/ Completed within sixteen (16) to eighteen (18) weeks from project commencement.

Number of Visits/Duration/Meetings: One (1) on-site visit by Halff (Trip#3) and HR&A (Trip #2) with a one to 1.5-day duration; Two coordination Webex meetings prior to the visit with City and Planning Team members; Up to three on-site meetings total with the Innovation District Committee, City's Technical Committee, interested stakeholders and City Council as appropriate.

Deliverable(s): Materials and presentations for meetings, meeting facilitation, summary of key findings in summary document format.

City of Broken Arrow Responsibilities: Review draft materials/information provided by the Planning Team and comment as appropriate; schedule and organize meetings, issue meeting invitations, provide input regarding meeting materials, provide refreshments/ meals during meetings as necessary, review meeting summaries and comment as appropriate.



Task 5: Final Framework Plan and Implementation Roadmap

During this task, the Planning Team will develop an implementation roadmap that serves as a “playbook” for implementing the innovation district framework plan.

Subtask 5.1: Innovation District Working Site Layout

Based on the program of uses and types of development and spaces identified in the task above, the Planning Team will develop two alternative development scenarios for the site for Technical Committee and Steering Committee (Halff Trip #4) review and assessment. This will allow for the comparison of the two different development scenarios and the refinement into a potential development plan reflective of City staff and Steering Committee preferences and input.

The preferred development plan will reflect general infrastructure, transportation, amenities, connections, and urban design elements as necessary to support and optimize the Innovation District’s site development and function.

Subtask 5.2: Development of Implementation Roadmap

The Planning Team will develop an implementation roadmap for the City that serves as a “playbook” for implementing the innovation district framework plan. The roadmap will be comprised of the actions necessary to achieve the objectives of the framework plan, which could consist of regulatory changes and policy adjustments, the provision of incentives, partnerships to fund and/or provide key programming or initiatives, and a variety of other initiatives. For each of these actions, the Planning Team will identify: (1) responsible parties and strategic partners; (2) phasing and timing recommendations, (3) funding pathways for capital and operating costs. We will consult with the City and members of the advisory committee to ensure the roadmap is grounded in realistic expectations around staff capacity and financial resources available from each entity to advance implementation.

Particular focus will be given to projects with the potential to generate momentum for broader development within the innovation district.

Subtask 5.3: Final Plan Document and Presentation

The Planning Team will develop a final framework plan (in summary document format) for Broken Arrow’s innovation district, consisting of the refined and finalized highest-and-best use concept and implementation roadmap, along with a robust narrative communicating the vision and economic and physical rationale for the plan. The plan will also include appendices highlighting key findings surrounding the existing conditions analysis, stakeholder meetings and roundtables, and market and financial analyses. The Planning Team will conduct on-site meetings in Broken Arrow (Trip #5 for Halff, Trip #3 for HR&A) to present the plan to City staff, City Council, media, and the community-at-large as a means of publicly “launching” the innovation district framework.

Task Summary

Timing: Seven (7) to Eight (8) weeks/ Completed within twenty-six (26) to thirty-two (32) weeks from project commencement.

Number of Visits/Duration/Meetings: One (1) on-site visit by Halff (Trip#5) and HR&A (Trip #3) with a one to 1.5 day duration; Two coordination Webex meetings prior to the visit with City and Planning Team members; Up to four on-site meetings total with the Innovation District Committee, City's Technical Committee, interested stakeholders/public, City Council.

Deliverable(s): Draft report document, One set of modifications to document, Materials and presentations for meetings, meeting facilitation, summary of key findings in summary document format.

City of Broken Arrow Responsibilities: Review draft materials/information provided by the Planning Team and comment as appropriate; schedule and organize meetings, issue meeting invitations, provide input regarding meeting materials, provide refreshments/ meals during meetings as necessary, review meeting summaries and comment as appropriate.

End of Base Scope of Services

Additional Services

After completion and approval of the Innovation District Strategy Plan, the following services can be provided as an additional service if deemed necessary by the City.. The scope and fees for additional tasks will be defined as requested by the City of Broken Arrow, and may include:

1. Follow-up detailed market studies.
2. Follow-up marketing and business recruitment strategies.
3. Additional site visits or meetings beyond those described in this scope of services.
4. Travel and attendance at visits to other innovation districts by Planning Team staff.
5. Additional site layouts beyond those described in this scope of services.
6. Additional presentations beyond those described in this scope of services.
7. Reviews of other sites not included in this phase.
8. Design guidelines and standards for development in the Innovation District.
9. Detailed architectural, site or engineering design for any component of the site review or site layout.
10. Detailed site concept plans beyond street, land uses, general building arrangements and potential lot layouts (if any are needed).

Attachment “B”

Basis of Compensation

Basis of Compensation for Services

Services described in the Scope of Services above for the Innovation District Phase 1 will be provided by Halff Associates Inc. on a lump sum basis, with an authorized maximum (Base Fee) lump sum contract fee of \$ 146,500.

Professional fees for Tasks 1 through 5 are \$ 146,500 and are generally broken down as follows by task. Variation between task effort may occur as warranted during the planning process.

Task	Timeframe
Task 1: Coordination and Project Management	\$ 5,000
Task 2: Initial Kickoff and Due Diligence	\$ 23,500
Task 3: Economic and Market Conditions	\$ 33,500
Task 4: Draft Framework Plan	\$ 49,500
Task 5: Innovation District Plan	\$ 35,000
Overall Time Frame	\$ 146,500

These fees include reimbursable expenses (to be expended as appropriate during the planning process) such as travel related expenses, presentation materials and boards, and any necessary delivery charges. Report printing is not included in the total above, since high-quality booklet style printing is anticipated for this effort.

Billing Schedule:

The fees established above shall be considered lump sum fees unless otherwise noted. Services by Halff Associates will be invoiced monthly based on the percentage of work completed. Direct costs, including printing, plotting, and reproduction, postage, messenger service, specialized equipment, and vehicle mileage will be considered reimbursable, and will be billed at 1.1 times the direct cost incurred. The fees established above do not include revisions to the scope once the analyses are underway. If revisions are requested by the client, a revision to the scope and budget will be required.

End of Attachment “B”, Basis of Compensation

Attachment "C"
Projected Schedule for Delivery

Services described in Attachment "A" for the Innovation District Phase 2 will be provided by the Planning Team as follows:

<u>Task</u>	<u>Timeframe</u>
Task 1: Coordination and Project Management	Ongoing throughout
Task 2: Initial Kickoff and Due Diligence	Four Weeks
Task 3: Economic and Market Conditions	Five Weeks
Task 4: Draft Framework Plan	Seven to Eight Weeks
<u>Task 5: Innovation District Plan</u>	<u>Seven to Eight Weeks</u>
Overall Time Frame	Six to Eight Months

End of Attachment "C" Projected Schedule for Delivery