

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. 161715**

**1.0 Professional Consulting Firm:**

1.1 Name: Selser Schaefer Architects  
1.2 Telephone No.: 918-747-8225  
1.3 Address: 2002 East Sixth Street  
Tulsa, OK 74106

**2.0 Project Name/Location:** Center for Arts, Innovation, and Creativity, Broken Arrow, OK

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services in order to prepare programming documents and concept designs for the Center for Arts, Innovation, and Creativity at the corner of Dallas and Main Streets in Broken Arrow. These documents shall include, but not be limited to, the following: programming documents including space tabulations, space relationships, and 3-dimensional renderings; and concept designs for 18,000-square-foot and 30,000-square foot buildings, including floor plans, site plans, and exterior treatments; and budgetary cost estimates for the concept designs.

**4.0 Agreement Summary:**

4.1 Agreement Amount:	
4.1.1 Programming	\$ 13,750.00
4.1.2 Concept Design (18,000 SF)	\$ 38,750.00
4.1.3 Concept Design (30,000 SF)	\$ <u>61,750.00</u>
Total	\$ 114,250.00
4.2 Agreement Time:	100 calendar days
4.3 Estimated Construction Cost:	\$ TBD

**5.0 Contract Documents and Priority:** The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (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:** December 6, 2016

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
SELSE SCHAEFER ARCHITECTS  
FOR  
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROJECT NO. 161715**

This AGREEMENT, including Attachment A through Attachment E, is between the City of Broken Arrow (OWNER), a municipal corporation, and Selser Schaefer Architects (CONSULTANT);

**WITNESSETH:**

WHEREAS, OWNER intends to construct The Center for Arts, Innovation, and Creativity (PROJECT) in 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 6<sup>th</sup> day of December, 2016.

**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 SUBMITTAL DOCUMENTS**

CONSULTANT shall prepare the documents as described in Attachment B as a 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. Thomas D. Hendrix, P.E.  
Planning Division Manager

CONSULTANT: Selser Schaefer Architects  
2002 East Sixth Street  
Tulsa, OK 74106

Contact Name: Hank Spieker, AIA  
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 (l), 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.



**ATTACHMENT A  
TO  
AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN CITY OF BROKEN ARROW  
AND SELSER SCHAEFER ARCHITECTS  
FOR  
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROJECT NO. 161715**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the 6<sup>th</sup> of December, 2016.

**1.0 PROJECT UNDERSTANDING**

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a Concept Design for The Center for Arts, Innovation, and Creativity to be located at the southwest corner of the intersection of Dallas Street and Main Street in Broken Arrow.

The proposed Center for Arts, Innovation, and Creativity which may be completed in multiple phases is anticipated not to exceed 30,000 square feet. The exact size and scope of the Project will be determined following completion of the Programming Phase.

The exterior treatment will be compatible with the Rose District. The project when complete will house such spaces as studios, galleries, classrooms, workshops, and performance venues for visual arts (drawing and painting, photography, sculpture, glassblowing, ceramics), performing arts, and culinary arts.

Mechanical, electrical, and plumbing (MEP) systems will be planned to be energy and water-efficient. Proper ventilation and air conditioning for the various uses will be identified. The need for a fire protection sprinkler system and fire alarm system will be identified and the costs estimated. ADA-compliant restrooms for men and women will be provided.

- 1.2 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.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has \$4,000,000 budgeted for the PROJECT that includes all professional consultant fees and project construction monies.

**2.0 PROJECT SCOPE**

- 2.1 At the time of the execution of this Agreement, the Project Scope only includes Concept Design Phase which consists of the following:
- Programming
  - Concept Design
- 2.2 Based on the Program document, the City of Broken Arrow and ARTSOK, The Regional Arts Alliance of Broken Arrow will identify spaces to be included in the



project with the associated building multiplier to establish the project scope for Concept Design.

- 2.3 The Concept Design deliverables shall include the following: a site plan showing parking and landscape features; concept floor plans and elevations drawn to scale depicting the design intent of the project; up to 4 three-dimensional renderings in color illustrating exterior and interior architecture; and a narrative description of the quality profile identifying systems and materials in the concept design. This information will provide the basis for the opinion of probable cost. Engineering design calculations are not included in this scope of work.
- 2.4 Schematic Design, Design Development, Construction Documentation, Bidding Assistance and Contract Administration will be negotiated at a later date and are not included in the Project Scope.

### **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.
  - 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 each following phase.
- 3.2 CONCEPT 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:
  - 3.2.1 PROGRAMMING:
    - 3.2.1.1 Facilitate up to 4 programming meetings not to exceed a total of 16 hours with the OWNER and the Center for Arts, Innovation, and Creativity Advisory Committee (CAICAC) or any other group the OWNER deems necessary to determine the project goals, the project space needs and the required space adjacencies.
    - 3.2.1.2 Prepare a space tabulation and space relationship diagram for review and approval with the OWNER and the CAICAC. The space tabulation will document the total project square footage and the space relationship diagram will document the desired department and space adjacencies.
    - 3.2.1.3 Meet with the OWNER and the CAICAC once the scope of the Project for the Concept Design Phase is determined.
  - 3.2.2 BUILDING CONCEPT DESIGN:
    - 3.2.2.1 Using information gathered at the programming meetings, prepare preliminary concepts that include floor plans and exterior views for review and comment. The review may require combining of two concepts or modifications to one of the concepts. (Up to 2 iterations of this process including concept

refinement and meetings with the Owner and CAICAC are included.)

- 3.2.2.2 Once the refined concept is approved by the OWNER and CAICAC it will be presented at up to 2 meetings for review and comment. The following groups and/or organizations are anticipated, however it can be any group or organization deemed necessary by the Owner.
  - 3.2.2.1.1 Broken Arrow Downtown Advisory Board
  - 3.2.2.1.2 Broken Arrow general public
- 3.2.2.6 Upon receipt of feedback from all the meetings, The OWNER will reconcile comments and provide final direction to the CONSULTANT.
- 3.2.2.7 Per final direction from the OWNER, the CONSULTANT will make final revisions to the concept, prepare a design narrative describing materials, finishes, and building systems, and an opinion of probable cost.
- 3.2.2.8 Review the final concept, design narrative and opinion of probable cost with the OWNER and the CAICAC for final approval.
- 3.2.2.9 Following OWNER approval of the final concept, prepare a draft Concept Report including the documents described in paragraph 2.3 for review by the OWNER.
- 3.2.2.10 Following owner review, prepare a final Concept Design Report and submit ten (10) 11"x17" paper copies and one (1) PDF copy of the final Concept Design to the OWNER.

**ATTACHMENT B  
TO  
AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN CITY OF BROKEN ARROW  
AND SELSER SCHAEFER ARCHITECTS  
FOR  
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROJECT NO. 161715**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 6<sup>th</sup> of December, 2016.

- 1.0 CONCEPT PLANS:** The CONSULTANT shall submit Building Concept Design (as described in Attachment A), in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations and narratives in accordance with City requirements.

This scope of work will be submitted in the Schematic Design, Design Development and Construction Documentation Phases.

- 3.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.

- 4.1 HVAC loading and system sizing calculations.
- 4.2 Electrical system calculations.
- 4.3 Plumbing system calculations.
- 4.4 Fire sprinkler system requirements.
- 4.5 Other engineering and architectural design calculations

This scope of work will be submitted in the Schematic Design, Design Development and Construction Documentation Phases.

**ATTACHMENT C  
TO  
AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN CITY OF BROKEN ARROW  
AND SELSER SCHAEFER ARCHITECTS  
FOR  
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROJECT NO. 161715**

**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 6<sup>th</sup> of December, 2016.

**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.

**ATTACHMENT D  
TO  
AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN CITY OF BROKEN ARROW  
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THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROJECT NO. 161715**

**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 6<sup>th</sup> of December, 2016.

**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 Programming Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 13,750.00 for the completion of Programming. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Concept Design for a project up to 18,000 square feet: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 38,750.00 for the completion of Concept Design. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Concept Design for a project between 18,000 and 30,000 square feet: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 61,750.00 for the completion of Concept Design. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2016 for architectural / engineering services.

**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 CONSULTANT SERVICES  
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AND SELSER SCHAEFER ARCHITECTS  
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THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROJECT NO. 161715**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the 6<sup>th</sup> of December, 2016.

**1.0 CONCEPT DESIGN PHASE:**

- 2.1 Notice to Proceed: 07 December 2016.
- 2.2 Concept Design Phase I: 14 weeks

**2.0 SCHEMATIC DESIGN PHASE:** To be determined.

**3.0 DESIGN DEVELOPMENT PHASE:** To be determined.

**4.0 CONSTRUCTION DOCUMENTATION:** To be determined.

**5.0 RECORD DRAWINGS:** To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.

**APPENDIX 1  
TO  
AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN CITY OF BROKEN ARROW  
AND SELSER SCHAEFER ARCHITECTS  
FOR  
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY  
PROJECT NO. 161715**

**SCHEDULE OF HOURLY RATES**

**Selser Schaefer Architects**

Principal Architect	\$175.00	Interior Designer	\$130.00
Associate Principal	\$165.00	Architect III / Designer III	\$140.00
Project Manager	\$165.00	Architect II / Designer II	\$130.00
Project Designer	\$165.00	Architect I / Designer I	\$110.00
Contract Administrator	\$165.00	Administrative	\$70.00

**Wallace Engineering – (Structural and Civil)**

Principal	\$170.00	Intern Engineer	\$110.00
Associate	\$150.00	CADD Technician III	\$105.00
Registered Engineer II	\$135.00	CADD Technician II	\$95.00
Registered Engineer I	\$120.00	CADD Technician I	\$85.00
Technical Designer II	\$120.00	Administrative	\$70.00
Technical Designer I	\$110.00	Land Planner	\$120.00

**Phillips + Gomez Consulting Engineers (Mechanical/Electrical/Plumbing)**

Principal Engineer	\$185.00	Engineer/Designer I	\$110.00
Director/Engineer	\$165.00	CADD Technician II	\$95.00
Engineer/Designer IV	\$150.00	CADD Technician I	\$85.00
Engineer/Designer III	\$135.00	Clerical	\$70.00
Engineer/Designer II	\$125.00		

**Alaback Design Associates (Landscape Architecture)**

Principal	\$120.00	CAD Technician	\$74.00
Landscape Architect	\$109.00	Clerical / Administration	\$48.00

**Hesman Group, LLC. (Food Service)**

Principal / Design	\$125.00	Administration	\$75.00
Manager / Connection Information	\$100.00		