

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

1.0 Professional Consulting Firm:

1.1 Name: Selser Schaefer Architects
1.2 Telephone No.: 918-587-2282
1.3 Address: 2002 East Sixth Street
Tulsa, OK 74104

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 construction documents for the Center for Arts, Innovation, and Creativity (CAIC) including office space for the Convention and Visitor's Bureau (CVB) at the corner of Dallas and Main Streets in Broken Arrow. These documents shall include, but not be limited to, the following: Architectural plans, Structural plans, Civil plans, Mechanical-Electrical-Plumbing (MEP) plans and Architectural Landscaping plans, specifications, and cost estimate.

4.0 Agreement Summary:

4.1 Agreement Amount:	
CAIC	\$331,750.00
CVB	<u>\$ 20,200.00</u>
Total	\$351,950.00
4.2 Agreement Time:	
Design:	280 calendar days
Construction Phase:	469 calendar days (estimated)
4.3 Estimated Construction Cost:	\$3,575,388.00

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: _____

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

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 _____ day of February, 2019.

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: Roger D. Hughes, P.E.
Engineering Division Manager

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

Contact Name: Hank Spieker, AIA
Vice President

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 [Signature]
Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Selser Schaefer Architects

By [Signature]
Henry Spieker
Vice President

Date 01.29.19

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 29th day of January, 2019, personally appeared Henry Spieker, known to be to be the ~~President~~, Vice-President, Corporate Officer, Member, Partner, or Other: Vice President of Selser Schaefer Architects, 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:

2/2/21

[Signature]
Notary Public



SANDRA GREEN
Notary Public
Tulsa County
State of Oklahoma
Commission No. 17001139

**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. 161715A**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ of February, 2019.

1.0 PROJECT UNDERSTANDING & SCOPE

- 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 (CAIC) including office space for the Convention and Visitors Bureau (CVB) to be located at the southwest corner of the intersection of Dallas Street and Main Street in Broken Arrow.

The Project consists of revisions to the previously approved Program and Concept Design package dated 07 September 2017. The CONSULTANT will provide Schematic Design, Design Development, Construction Documentation, Bidding and Contract Administration services for an approximately 14,470 Sq.Ft. CAIC as well an approximate 1,380 Sq.Ft. office for the CVB which is located inside the CAIC. The total project area is approximately 15,580 sf.

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 \$4,000,000.00 for the entire project including design and construction. The project construction budget for the CAIC is currently estimated at \$3,264,888.00. The project construction budget currently estimated for the CVB is \$310,500.00. The total project construction budget is currently estimated at \$3,575,388.00.

2.0 SCOPE OF SERVICES

2.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- 2.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 2.1.2 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.
- 2.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 2.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments each following phase.

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

- 2.2.1 Assist the OWNER with Construction Manager RFP
- 2.2.2 Review Construction Manager RFPs.
- 2.2.3 Assist the OWNER with Construction Manager interview preparation.
- 2.2.4 Attend up to 4, 3-hour Construction Manager interviews with the OWNER.
- 2.2.5 Discuss Construction Manager interviews with OWNER.

2.3 PROGRAMMING AND SCHEMATIC 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:

- 2.3.1 Facilitate up to 2 programming meetings not to exceed a total of 8 hours with the OWNER and designated representatives from Center for Arts, Innovation and Creativity Advisory Committee (CAICAC).
- 2.3.2 Update the previously approved space tabulation as required and review with the OWNER and CAICAC for approval.
- 2.3.3 Present the project to the City of Broken Arrow City Council.
- 2.3.4 Upon OWNER approval of the Concept Design Documents, the CONSULTANT will prepare Schematic Design Documents for the OWNER's review and approval. The Schematic Design Documents will include the following drawings and documents: Site Plan, Floor Plans, Roof Plan, Exterior Elevations and Exterior Sketch-Up Images, Architectural Narrative, Civil: Grading and Drainage Plan, Utility Plan and Narrative, Structural: Foundation Plan, Framing Plan and Narrative, MEP: HVAC Zoning Diagram and Systems Narrative, Updated Cost Estimate, Schematic Design Deliverables include: (10) 11x17 copies of the Schematic Design Documents.
- 2.3.5 The CONSULTANT shall provide, in the narrative, building systems value engineering options with associated costs for the OWNER to consider.
- 2.3.6 The CONSULTANT shall complete a Pre-Development application, schedule and attend a Predevelopment Meeting with the Development Services City of Broken Arrow.
- 2.3.7 The CONSULTANT shall complete and submit the Application for Site Plan Review to the City of Broken Arrow Development Services, and attend the Site Plan meeting.

2.4 DESIGN DEVELOPMENT PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.4.1 Upon OWNER approval of the Schematic Design Documents, the CONSULTANT will prepare Design Development Documents for the OWNER's review and approval. The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and will provide the transition between Schematic Design Documents and Construction Documents. The Design Development Documents will include the following drawings and documents: Floor plans including recording studio layout, roof plan, reflected ceiling plan, exterior elevations, building sections, typical construction details and diagrammatic layouts of site and building systems including civil, landscape, structural, mechanical, electrical and plumbing and audio/visual.
- 2.4.2 Outline specifications that identify major materials and systems and establish in general their quality levels.
- 2.4.3 Updated Cost Estimate.
- 2.4.4 Design Development Deliverables include: (10) 11x17 copies of the Design Development Documents.

2.5 CONSTRUCTION DOCUMENT PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.5.1 Upon OWNER approval of the Design Development Documents and the updated estimate of the Cost of the Work prepared by the Construction Manager, the CONSULTANT will prepare Construction Documents for the OWNER's review and approval. The Construction Documents will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.
- 2.5.2 The CONSULTANT will submit and review progress drawings and specifications with the OWNER at the following milestones: 50% Construction Documents, 95% Construction Documents, Updated Cost Estimate.
- 2.5.3 Construction Documentation Deliverables include: (10) 11x17 copies of the Construction Documents.
- 2.5.4 The CONSULTANT will incorporate the OWNER's review comments into final construction documents and provide signed and sealed final documents for bidding and permitting.

2.6 BIDDING AND PERMIT PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.6.1 The CONSULTANT shall complete a commercial building review application and will submit the final Construction Documents to the City of Broken Arrow Development Services Department to obtain a building permit.
- 2.6.2 The CONSULTANT will respond to code comments provided by the City of Broken Arrow Development Services Department.
- 2.6.3 The CONSULTANT will assist the OWNER and Contractor in competitive bidding of the Project by: Answering Requests for Information from

Bidders, Reviewing Substitution Requests, Preparing Addenda for OWNER issuance.

2.7 CONTRACT ADMINISTRATION PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.7.1 The CONSULTANT will participate in the Contractor Pre-Construction Meeting.
- 2.7.2 The CONSULTANT will participate in the Contractor's monthly OWNER-CONSULTANT -Contractor Meetings.
- 2.7.3 The CONSULTANT will respond to the Contractor's requests for additional information about the Contract Documents.
- 2.7.4 The CONSULTANT will review shop drawings and submittals to confirm conformance with the Contract Documents.
- 2.7.5 The CONSULTANT and Sub-Consultants will visit the site when requested by the OWNER to review the work in progress and verify general compliance with the Contract Documents. After the site visit, a field report will be generated to document observations and note issues that should be addressed by the Construction Manager.
- 2.7.6 The CONSULTANT will conduct a final punch of the Work and prepare and issue a final punch list and Certificate of Substantial Completion.
- 2.7.7 The CONSULTANT will review and facilitate transfer of final close-out documents from the Contractor to the OWNER.
- 2.7.8 The CONSULTANT will conduct a final inspection of the Work and prepare and issue a final Certificate.

2.8 ASSUMPTIONS: The Owner will provide the following information:

- 2.8.1 Equipment Data including sizes, weights and associated mechanical, electrical and special requirements for OWNER-provided equipment to be located at the Project site.
- 2.8.2 Tests for hazardous materials, as required. The Architect and the Architect's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 2.8.3 Title Commitment for the Project site, indicating filed easements.

2.9 EXCLUSIONS:

- 2.9.1 Furniture Selection and Specification
- 2.9.2 Environmental Graphics (Signage) Note: Design for (1) exterior sign, code required interior signage and room identification signage will be provided.
- 2.9.3 Special Inspections
- 2.9.4 Design and documentation of building security surveillance systems.

**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. 161715A**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ of February, 2019.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 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 and comparison calculations.
 - 4.2 Electrical system calculations.
 - 4.3 Plumbing system calculations.
 - 4.4 Structural calculations
 - 4.5 Other engineering and architectural design calculations
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements

**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. 161715A**

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 _____ of February, 2019.

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
AND SELSER SCHAEFER ARCHITECTS
FOR
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY
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**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 _____ of February, 2019.

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 for the Center for Arts, Innovation and Creativity (CAIC) and the Center of Visitors Bureau (CVB) shall be in accordance with the following payment breakdown:

- 1.1 Construction Manager Selection Assistance: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,780.00 for the completion of Construction Manager Selection Assistance. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Programming and Schematic Design: The OWNER shall pay the CONSULTANT a lump sum amount of \$60,200.00 for the completion of Programming and Schematic Design. This amount includes all labor, material, overhead and profit associated with the Scope of Services. This also includes the Boundary, Topographic and Utility Survey, as well as the Geotechnical Investigation.
- 1.3 Design Development: The OWNER shall pay the CONSULTANT a lump sum amount of \$79,960.00 for the completion of Design Development of the CAIC and a lump sum amount of \$7,540.00 for the Design Development of the CVB. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Construction Documentation: The OWNER shall pay the CONSULTANT a lump sum amount of \$115,800.00 for the completion of Construction Documentation for the CAIC and a lump sum amount of \$7,540.00 for the completion of Construction Documentation for the CVB. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Bidding and Permitting Assistance: The OWNER shall pay the CONSULTANT hourly not to exceed the sum amount of \$13,640.00 for the completion of Bidding and Permitting Assistance for the CAIC and a lump sum amount of \$1,100.00 for the completion of the Bidding and Permitting Assistance for the CVB. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Contract Administration (Basic): The OWNER shall pay the CONSULTANT a lump sum

amount of \$46,350.00 for the completion of Contract Administration (Basic) for the CAIC and a lump sum amount of \$4,020.00 for the completion of Contract Administration (Basic) for the CVB. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.7 Contract Administration (Site Visits): The OWNER shall pay the CONSULTANT per each OWNER pre-authorized site visit as listed below in Sections 1.7.1 through 1.7.6. for the completion of Contract Administration (Site Visits). This amount includes all labor, material, overhead and profit associated with the Scope of Services. It is estimated by the CONSULTANT, but not guaranteed, that the total fee for all site visits will be in the amount of \$12,020.00.

1.7.1	Architectural Site Visit	\$700.00 per visit
1.7.2	Civil Engineer Site Visit	\$375.00 per visit
1.7.3	Landscape Architect Site Visit	\$200.00 per visit
1.7.4	Structural Engineer Site Visit	\$500.00 per visit
1.7.5	MEP Site Visit	\$900.00 per visit
1.7.6	Food Service Site Visit	\$125.00 per visit

- 1.8 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 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
BETWEEN CITY OF BROKEN ARROW
AND SELSER SCHAEFER ARCHITECTS
FOR
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY
PROJECT NO. 161715A**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____, 2019.

1.0 CONSTRUCTION MANAGER SELECTION ASSISTANCE:

- 1.1 Notice to Proceed: TBD
- 1.2 CM Selection Process: 4 weeks (estimated)

2.0 PROGRAMMING & SCHEMATIC DESIGN PHASE:

- 2.1 Notice to Proceed: TBD
- 2.2 Prepare Programming and Concept Design documents: 10 weeks after NTP.
- 2.3 Submit Programming and Concept Design documents: 10 weeks after NTP.
- 2.4 Owner Review: 2 weeks after Programming and Concept Design documents are submitted

3.0 DESIGN DEVELOPMENT PHASE:

- 3.1 Notice to Proceed: TBD
- 3.2 Prepare Design Development Plans: 8 weeks after NTP.
- 3.3 Submit Design Development Plans: 8 weeks after NTP.
- 3.4 Owner Review: 2 weeks after Design Development Plans are submitted.

4.0 CONSTRUCTION DOCUMENTATION:

- 4.1 Notice to Proceed: TBD
- 4.2 Prepare Preliminary (50%) Construction Documents: 5 weeks after NTP.
- 4.3 Submit Preliminary (50%) Construction Documents: 5 weeks after NTP.
- 4.4 Owner Review: 2 weeks after Preliminary (50%) Construction Documents are submitted.
- 4.5 Prepare Pre-Final (95%) Construction Documents: 4 weeks after Preliminary Review Mtg.
- 4.6 Submit Pre-Final (95%) Construction Documents: 4 weeks after Preliminary Review Mtg.
- 4.7 Owner Review: 2 weeks after Pre-Final (95%) Construction Documents are submitted.
- 4.8 Bid Documents Submittal: 1 weeks after Review Meeting of Pre-Final Construction Documents.

5.0 BIDDING AND PERMITTING:

5.1 To Be Determined (estimated 6 weeks)

6.0 CONTRACT ADMINISTRATION:

6.1 To Be Determined (estimated 14 months)

8.0 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 CONSULTING SERVICES
BETWEEN CITY OF BROKEN ARROW
AND SELSER SCHAEFER ARCHITECTS - ARCHITECTS
FOR
THE CENTER FOR ARTS, INNOVATION, AND CREATIVITY

PROJECT NO. 161715A**

SCHEDULE OF HOURLY RATES

Selser Schaefer Architects

Principal Architect	\$185.00	Interior Designer	\$130.00
Associate Principal	\$175.00	Architect III / Designer III	\$140.00
Project Manager	\$175.00	Architect II / Designer II	\$130.00
Project Designer	\$175.00	Architect I / Designer I	\$110.00
Contract Administrator	\$175.00	Administrative	\$70.00
Visualization	\$175.00		

Wallace Engineering, Inc.

Principal	\$190.00	Intern Engineer	\$125.00
Associate	\$170.00	CADD Technician III	\$120.00
Registered Engineer II	\$150.00	CADD Technician II	\$110.00
Registered Engineer I	\$135.00	CADD Technician I	\$100.00
Technical Designer II	\$135.00	Administrative	\$85.00
Technical Designer I	\$125.00		

Phillips + Gomez Consulting Engineers

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

Principal	\$120.00	Associate	\$74.00
Landscape Architect	\$109.00		

Hesman Group, LLC.

Principal / Design	\$125.00	Administration	\$75.00
Manager / Connection Info.	\$100.00		

RBDG

Michael Dattilo	\$280.00	Richard Schrag	\$260.00
Russ Berger	\$280.00	Jon Birney	\$190.00

Elevate Audio, LLC

Principal	\$150.00	Project Manager	\$75.00
Associate Principal	\$125.00	CADD Technician	\$85.00
Project Designer	\$125.00	Administrative	\$65.00