

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
NEW ORLEANS SQUARE OVERLAY DISTRICT INITIATIVE STUDY  
PROJECT NUMBER: 20 14 01**

**1. Professional Service Provider:**

- a. Name: ADG, PC
- b. Telephone No.: 405-232-5700
- c. Address: 900 West Main, Oklahoma City, Okla. 73106

**2. Project Title and Location:** New Orleans Square Overlay District Initiative Study and Small Area Plan. Area surrounding intersection of Elm Place and New Orleans Street.

**3. Contract for:** Providing professional services associated with the Study and Creation of an Overlay District and a Small Area Plan for area surrounding the intersection of two Primary Arterial Streets, Elm Place (161<sup>st</sup> St.) and New Orleans Street (101<sup>st</sup> St.) in Broken Arrow, Oklahoma. In conjunction with this Project, ADG, PC shall complete the Scope of Work as identified in Exhibit A. ADG, PC agrees that this professional service shall be treated as an important service to the City of Broken Arrow and also agree to commit the time necessary to perform all services in a professional and timely manner.

**4. Compensation:** ADG, PC shall be compensated as provided in the attached Scope of Work, Exhibit A, with total compensation not to exceed \$ 96,500.00 for the entire Scope of the Professional Services rendered. The parties agree that ADG, PC is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. ADG, PC shall be responsible for his/her own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. ADG, PC agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** ADG, PC shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract, issuance of a Notice to Proceed from The City, and shall be completed in the timeframes outlined in Exhibit A. The City will issue a Notice to Proceed for work identified under this agreement, following mutual agreement between the Professional Service Provider and the City.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation

and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (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.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its 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 negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall 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”).

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Exhibit A, attached to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City’s requirements for submission of electronically signed and/or submitted documents.

**12. 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.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

**15. Additional Services:** The City may, in writing, request that ADG, PC provide services in addition to those defined in **Exhibit A**. Such services may be performed at a fixed fee mutually agreed upon in writing by The City and ADG, PC. Additional Services may include the following:

1. Expanding the geographic area
2. Providing architectural or engineering services
3. Hiring other consultants at the request of The City
4. Creation of additional zoning or design management tools
5. Additional major revisions of project deliverables
6. Additional public presentations or stakeholder engagement opportunities
7. Other services as directed by The City

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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, a municipal corporation:

Professional Service Provider:  
ADG, PC

By: \_\_\_\_\_

By: [Signature]

Title: \_\_\_\_\_

Title: PARTNER

Date: \_\_\_\_\_

Date: 01.13.2021

Attest: \_\_\_\_\_

Attest: [Signature]

City Clerk [Seal]

By: [Signature]

Title: PARTNER

Date: \_\_\_\_\_

Date: 1/13/2021

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

#### VERIFICATIONS

State of Oklahoma                    )  
                                                  ) §  
County of Tulsa                    )

Before me, a Notary Public, on this 14<sup>th</sup> day of January 2021, personally appeared Jason Cotton, known to me to be the (President, Vice-President, Corporate Officer Member, Partner or Other: \_\_\_\_\_ (Please circle or specify) of ADG, PC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Lori A. Christensen  
Notary Public



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**EXHIBIT “A”  
SCOPE OF WORK**

For the proposed fee of **\$96,500**, ADG will provide the following services culminating in the creation of a zoning tool (i.e. an overlay district with specialized development standards) for the area known as New Orleans Square. It assumes a **7-to-8-month timeframe**.

	Duration	Compensation
Phase One	14 weeks	\$33,775
Phase Two	12 weeks	\$43,425
Phase Three	6 weeks	\$19,300

**Phase One: Framework**

Given the planning that has already been completed for the redevelopment of the New Orleans and Elm intersection, this phase will focus on implementation through plan refinement. It will refine the future physical layout of the area, delving into those buildings most likely to remain, how circulation within the private properties should be altered to open new development parcels, and coordination with the streetscape consultant on how changes to Elm and New Orleans can improve infill development potential. A master street and block plan will help frame later zoning changes. This work will also establish ideal bulk and massing standards for new development and key points at which the existing roadways of Elm and New Orleans may interact with new internal streets and important pedestrian and bike linkages.

The conclusion of Phase One would best correspond with the delivery of the streetscape consultant's initial submission of design options for the primary arterials.

- Review of all relevant documents
  - Broken Arrow NEXT Comprehensive Plan, existing zoning ord. and sub-div. regulations
  - New Orleans and Elm Market Study
  - New Orleans and Elm Taskforce Study
  - Downtown Residential Overlay District (DROD) Design Standards
- Preliminary meetings with staff about project needs and scheduling
- Meetings with streetscape consultant on shared goals, coordination opportunities, and schedule
- Stakeholder engagement

- Additional meetings with property owners - prioritizing those corners most likely to redevelop sooner - and staff to further ground truth some of the assumptions of previous work
- Creation of two early short memos: The Urban Design Framework and the Zoning Framework
  - These documents will be reviewed and commented upon first by staff, then the project steering committee of stakeholders, before being presented to the public in an informational setting
- Using comments from this first review, the two memos will be refined and combined into a single Framework Memo. The team requests that for each round of review that the City submit the comments in a consolidated and internally consistent manner.
- The Framework Memo will be presented to Planning Commission and City Council for acceptance to conclude this phase

### **Phase Two: Drafting**

- Creation of the first draft of the zoning tool
- Similar to the first phase, the staff will first review and comment on the draft, before it is shared with the project steering committee for review and comment. The team requests that for each round of review that the City submit the comments in a consolidated and internally consistent manner.
- This phase will conclude with a period for public review of the draft zoning tool and a public presentation

### **Phase Three: Adoption**

- Creation of the final draft of the zoning tool
- ADG will make staff available for in person attendance at any presentations to Planning Commission and City Council in Phases One and Two. The scope assumes that City staff will take primary responsibility for any similar presentations expected through Phase Three: Adoption.