

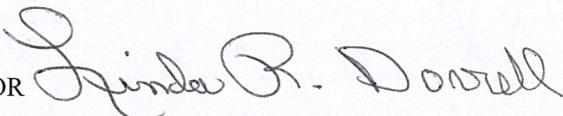
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**TULSA COUNTY**  
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\_\_\_\_\_  
**PURCHASING**  
**DEPARTMENT**

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# MEMO

DATE: SEPTEMBER 2, 2015

FROM: LINDA R. DORRELL  
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: PROFESSIONAL SERVICE AGREEMENT- HOWELL & VANCUREN, INC.

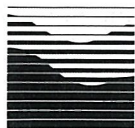
SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND HOWELL & VANCUREN, INC. FOR LANDSCAPE ARCHITECTURAL SERVICES FOR CHANDLER PARK.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE SEPTEMBER 8, 2015 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO  
COMMISSIONER KAREN KEITH  
COMMISSIONER RON PETERS  
MICHAEL WILLIS, CHIEF DEPUTY  
VICKI ADAMS, CHIEF DEPUTY



# AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

## STANDARD SHORT FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

*2010 Edition*

### Preliminary Provisions

#### Date

This Agreement is made as of August 5, 2015, between the Client and the Landscape Architect for Landscape Architectural Services as provided herein.

#### Client

Tulsa County Board of County Commissioners

NAME

500 South Denver Avenue, Tulsa, Oklahoma 74103

ADDRESS / CITY / STATE

#### Landscape Architect

Howell & Vancuren, Inc

ENTITY

601 S. Lewis Ave., Tulsa, OK 74104

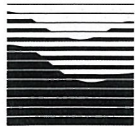
ADDRESS

Joe Howell, 918-592-1270, [jhowell@howellvancuren.com](mailto:jhowell@howellvancuren.com)

CONTACT INFORMATION

#### Project

Chandler Park Master Plan



# AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

## Compensation

Compensation for Landscape Architectural Services, Reimbursable Expenses and Consultant Services to be performed under this Agreement shall be a maximum amount as noted in the attached *Exhibit A - Proposed Landscape Architectural Services and Fee*.

The landscape architectural fee will be invoiced on an hourly basis. Refer to *Exhibit A* for a detailed listing of services by phase and hourly rates.

Reimbursable expenses and consultant fees are included in the maximum and will be invoiced on a direct cost basis.

## Article 1

### Landscape Architectural Services

#### 1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

#### 1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are listed in *Exhibit A*.

#### 1.3 Supplemental Services

Supplemental Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation beyond the Compensation stated above.

#### 1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements.

#### 1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with professional quality.



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## Article 2

### Client's Responsibilities

#### 2.1 Information

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

#### 2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. Opinions of probable construction costs are based on the designer's familiarity with the construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

#### 2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

#### 2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

## Article 3

### Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project.

## Article 4

### Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be the not-to-exceed amount indicated in the Preliminary Provisions. Supplemental Services, when requested in writing by the Client, shall entail additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.



## AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

**4.2** Reimbursable Expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar direct Project-related expenditures.

**4.3** Monthly payments to the Landscape Architect shall be based on (1) hours expended charged at the hourly rates described herein, and shall include payments for (2) Reimbursable Expenses incurred, and (3) Consultant Fees. Hourly rates for Howell & Vancuren, Inc. are list in Exhibit A.

**4.4** Payments are due and payable 30 days from the date of the Landscape Architect's invoice.

**4.5** If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within 16 calendar months of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

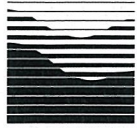
### **Article 5 Indemnification**

Landscape Architect agrees to indemnify and hold harmless Tulsa County and its respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the Landscape Architect's negligent acts, errors, or omissions.

### **Article 6 Dispute Resolution**

**6.1** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions.

**6.2** Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.



# AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

## Article 7

### Suspension/Termination

This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

## Article 8

### Other Terms and Conditions

#### 8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

#### 8.2 Governing Law

The law in effect in Tulsa County, Oklahoma shall govern this Agreement.

#### 8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Howell & Vancuren, Inc.

*Landscape Architect*

By: 

Date: August 18, 2015

Tulsa County Board of County Commissioners

*Client*

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

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

  
APPROVED AS TO FORM  
ASSISTANT NOTARY PUBLIC

## Exhibit A

### Chandler Park Master Plan

Proposed Landscape Architectural Services and Fees

Howell & Vancuren, Inc. / July 27, 2015

Services / Tasks	Person Days	Total
1.0 Site Analysis and Programming		8.50
1.01 Prepare base plan. - <i>Utilize digital planimetric data from Aerial Data Services from previously flown aerial photo. Refer to "Consultants and Services"</i>	2.00	
1.02 Visit site and review existing facilities and conditions. In conjunction with County Parks representative(s).	1.50	
1.03 Prepare site analysis and comments plan.	2.50	
1.04 Meet with County Parks representatives for initial review.	1.00	
1.05 Conduct public meeting to receive and document constituency and user group input.	1.50	
2.0 Preliminary Master Plan		15.50
2.01 Investigate facility type options and opportunities - splash pads, restrooms, etc.	2.50	
2.02 Master Plan diagrams - 2 to 3 options or variations	6.00	
2.03 Meet with County Parks representatives for review.	1.00	
2.04 Develop refined plan from options. Include phasing strategy.	3.00	
2.05 Develop preliminary cost estimates.	2.00	
2.06 Attend and document review meeting.	1.00	
3.0 Final Master Plan		20.50
3.01 Update plan to incorporate review comments	5.00	
3.02 Prepare enlargements of key plan areas as needed.	4.00	
3.03 Prepare illustrated version of master plan.	3.00	
3.04 Update cost estimate.	1.50	
3.05 Prepare summary narrative describing the character of major plan components.	3.00	
3.06 Attend and document review meeting.	1.00	
3.07 Update plan and narrative per meeting comments.	3.00	
3.08 Submit final master plan documents - 10 copies.	0.00	
Total Estimated Person Days		44.50
Estimated H&V Fee at Standard Hourly Rates		\$41,220

Estimated Reimbursable Expenses	\$550
Auto Expenses	\$100
Postal and Courier Expenses	\$100
Reproduction of Documents	\$350
Consultants and Services	\$10,990
Engineering and/or architectural consultant if required for completion of plan.	\$10,000
Planimetric survey information from Aerial Data Services	\$990
Maximum Fee, Expenses and Consultant Services	\$52,760
Howell & Vancuren Hourly Rates	
Principal	\$140
Partner	\$125
Landscape Architect	\$105
Landscape Architect Intern	\$85
Technical Staff II	\$78
Technical Staff I	\$72