

**ARCHITECTURAL SERVICES AGREEMENT**

K-1617-69

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF NORMAN**, a municipal corporation (hereinafter referred to as City) and **ARCHITECTS DESIGN GROUP/ADG, INC.** (hereinafter referred to as Consultant).

**WITNESSETH**

**WHEREAS**, CITY issued a Request for Qualifications, RFQ #1516-58 (the RFQ) dated \_\_\_\_\_; and

**WHEREAS**, CONSULTANT responded to the RFQ and CITY has found Consultant's response to be the most advantageous to the City's interests.

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Agreement have agreed as follows:

**General Description**

The project, and related Scope of Services, is generally described as the development of a Detailed Spatial Needs Assessment, Site Analysis, Master Planning, Community Outreach Program Implementation for the Emergency Communications Center and Emergency Operations Center for the City of Norman, and when authorized by the City, Standard and Architectural/Engineering Services to include the following City of Norman entities:

- Emergency Communications Center
- Emergency Operations Center
- Future Facilities (TBD)

**1. Phase I-A: Detailed Spatial Needs Assessment:**

- 1.1 The Consultant shall participate in an initial meeting, with ECC / EOC personnel and the City's Project Management Team, to review the proposed project and to establish project schedules for specific tasks.
- 1.2 The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities, and potential of joint use facilities.
- 1.3 A detailed Spatial Needs Assessment shall then be conducted, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2026 and 2036, and the current need being defined as the year 2016. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various entities, as noted above. The questionnaire shall relate to such information as:
  - 1.3.1 Historical, Current and Projections for Future Staffing Levels.
  - 1.3.2 A Detailed Mission Statement.
  - 1.3.3 Departmental Organizational Charts.
  - 1.3.4 An Assessment of Requested Spaces.
  - 1.3.5 A Definition of Functional Inter-Relationships.

- 1.3.6 Documentation of Specialized Equipment.
- 1.3.7 Documentation as to relationship to other Departments.
- 1.4 The Consultant, as a part of this phase, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.
- 1.5 Based upon the recommendations related to facility size(s), the Consultant shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, and building setback requirements.
- 1.6 The Consultant shall research and provide information relative to identifying potential supplemental grant funding sources, noting entities which provide funds for projects of the type envisioned for the Fire Rescue Facilities.
- 1.7 This phase shall result in a detailed report, which shall contain the following components:
  - 1.7.1 Fire Department Program Requirements.
  - 1.7.2 Exterior Training Facilities (If Requested).
  - 1.7.3 Joint-use / Shared Training Facility Opportunities.
  - 1.7.4 Development Options.
  - 1.7.5 Estimates of Probable Development Costs.
  - 1.7.6 Phasing Plan(s).
  - 1.7.7 Analysis and Identification of all pertinent regulatory requirements.
  - 1.7.8 Analysis and Identification of recommended green building elements.
- 1.8 The final report shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative development options as to the size and associated potential costs of each such alternative. This report shall be issued to the City's Project Management Team for review and consideration, and subsequently, upon the City's direction, to the City of Norman City Council at a public meeting and/or Council Workshop.

**2. Phase I-B: Analysis and Master Planning and Site Surveying:**

- 2.1 The City shall submit to the Consultant, any existing documentation relative to the proposed site that has been previously identified and investigated. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the City, the Consultant shall assist in the development of outlining the site characteristics of site.
- 2.2 The Consultant shall then conduct an evaluation of the City's parcel utilizing nationally recognized criteria. The Consultant shall prepare, and distribute to the appropriate City personnel, a detailed form for evaluation by the City as well as the Consultants/Consultants.
- 2.3 Items to be considered will include:

- 2.3.1 Ability of the site to accommodate appropriate public and Fire Rescue parking.
  - 2.3.2 Evaluation of property relative to a 100-year storm.
  - 2.3.3 Identification of potential hazards.
  - 2.3.4 Ability and estimated cost to acquire adjacent parcels if deemed necessary and/or appropriate.
  - 2.3.5 Guidelines for the abandonment of right-of-way and/or roadways which may become internal to the site, or the establishment of an emergency vehicle ingress/egress easement through the adjacent properties to allow for a second means of access to a larger, more substantially constructed roadway.
  - 2.3.6 Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
  - 2.3.7 The ability of the site to accommodate the space needs of the Fire Department both in terms of current needs (year 2016) and future needs (year 2026 and 2036).
- 2.4 Obtain, to the extent possible, historical and current aerial photographs of the properties, the purpose being to illustrate previous site utilization.
- 2.5 Based upon the information assembled and documented, the Consultant shall prepare a written report noting the information herein contained, and make a specific recommendation as to the appropriateness of the property. Eight (8) copies of this report shall be provided to the City.
- 2.6 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the City of Norman to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the designated property and the proposed facility, as well as future expansion requirements.
- 2.7 Based upon the adopted Development Alternative, the Consultant shall prepare a Master Plan Document of the selected site, illustrating:
- 2.7.1 Proposed land utilization of the selected site.
  - 2.7.2 Location and general configuration of “current need” facilities.
  - 2.7.3 Areas of potential expansion for future need.
  - 2.7.4 Location of vehicles access and egress, both staff and public.
  - 2.7.5 Pedestrian areas and site circulation.
  - 2.7.6 Vehicle Parking Areas (Staff, Public).
  - 2.7.7 Area(s) designated for stormwater detention.
  - 2.7.8 Required Standoff Distances
- 2.8 The Consultant shall then prepare a final Master Planning Drawing illustrative of the proposed recommended solution and present same to the staff of the City of Norman. These documents shall then, upon direction by the City Administration, be the focal point of a public outreach program with the purpose of explaining the importance of the project to the local land owners and the community at large.

- 2.9 The design team will procure, on behalf of the City, a boundary and topographic survey of the City-owned property(s) and the adjacent Church-owned property for the use of site engineering for the proposed project.

**3. Phase I-C: Conceptual Building Design**

The Consultant will prepare conceptual design documents consisting of preliminary elevations and illustrating the following items:

- 3.1 Confirm the site development layout illustrating parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations, future expansion, etc.
- 3.2 Provide block diagram of major programmed spaces showing functional relationship.
- 3.3 Provide building size/shape configuration showing major entry points.
- 3.4 Provide graphic representation of proposed exterior building envelope components.
- 3.5 Provide list of proposed energy efficient systems/building components.
- 3.6 Provide optional solutions if necessary to address identified constraints.

**4. Phase I-D: Community Outreach Program (if requested):**

- 4.1 The design team, in association with the City, shall participate in up to three (3) community outreach meetings or workshops, in an effort to present the proposed project to the citizens of Norman. The meetings/presentations shall be conducted by a minimum of two (2) design team members.

**5. Information to be provided by City:**

The information that Consultant would need from the City in order to complete this project include:

- 5.1 The City shall submit to the Consultant, any existing documentation relative to the proposed site that has been previously identified and investigated.
- 5.2 The City is to provide the Design Team with soil borings (at the appropriate time).
- 5.3 The City is to provide the Design Team any land development regulations that the Design Team will need to comply with.
- 5.4 The City is to provide the Design Team a list of the Permitting Agencies that will be involved in reviewing and/or permitting the project.

**6. Schedule:**

- |     |  |            |
|-----|--|------------|
| 6.1 | Pre- Design                                    | 3.0 months |
|     | a. Spatial Needs Assessment (30 days)          |            |
|     | b. Site Analysis and Master Planning (30 days) |            |
|     | c. Conceptual Building Design (30 days)        |            |

**7. Fee Allocation:**

The following is the professional fee allocation for the various services defined in this Agreement.

7.1 Summary:

7.1.1	Phase I-A: Detailed Spatial Needs Assessment:	\$	28,880.00
7.1.2	Phase I-B: Site Analysis & Master Planning:	\$	26,480.00
7.1.3	Phase I-C: Conceptual Building Design:	\$	22,640.00
7.1.4	Phase I Subtotal:	\$	78,000.00
7.1.5	Phase I Reimbursable Expenses:	\$	8,000.00
7.1.6	Phase I Total:	\$	86,000.00

7.2 Optional Services:

7.2.1	Phase I-D: Community Outreach Program (3 Presentations):	\$	6,000.00
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7.3 Additional Services:

7.3.1	Site Surveying Allowance (63 acres):	\$	49,500.00
7.3.2	Geotechnical Report Allowance	\$	3,300.00
7.3.3	Environmental Assessment	\$	5,500.00
7.3.4	Phase I: Total:	\$	58,300.00
7.3.5	Phase I Cumulative Total:	\$	150,300.00

7.4 Consultant Additional Services Hourly Rate (Effective 10/01/16 through 09/30/17)

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals	205.00/hr.
Studio Department Principals/Project Architects	182.00/hr.
Associates	152.00/hr.
Project Managers	145.00/hr.
Designers	87.00/hr.
Computer Draftsperson I	65.00/hr.
Computer Draftsperson II	65.00/hr.
Computer Supervisor	95.00/hr.
Threshold Inspector (Certified)	83.00/hr.
Construction Administrators	102.00/hr.

Specification Writer	98.00/hr.
Senior Draftsperson	87.00/hr.
Draftsperson I	73.00/hr.
Draftsperson II	65.00/hr.
Accounting Services	83.00/hr.
Staff (Word Processor I)	50.00/hr.
Graphic Designer	72.00/hr.
Interior Design Principal	105.00/hr.
Interior Design Designer	77.00/hr.
Interior Design Specification Writer	76.00/hr.
Interior Design Draftsperson I	66.00/hr.

**Note:** Any changes in the above noted hourly rates, after September 1, 2017 shall be provided to the City thirty (30) days prior to said date.

**8. Other Conditions or Services:**

8.1 Additional Services:

The City reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the City of Norman including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.

8.2 Public Presentations:

The Architect, if authorized by the City, shall participate in a public presentation of the proposed study and shall prepare a presentation for the purposes of assisting the City in the public awareness process.

8.2.1 The Architect shall provide the City with one set of documents, of said presentation, at no additional cost to the City.

8.2.2 The Architect shall make presentations to the general public at the fixed fee to be established on a per meeting basis, as indicated in Exhibit "D". Said presentations shall be attended by up to two (2) members of the Architectural Team.

8.3 Phasing of Architects Services:

The initial phase shall consist of the Programming, Site Analysis, Master Planning, and Conceptual Design. Phase II shall consist of the design, bidding, and construction administration of the Emergency Communications Center and Emergency Operations Center.

8.4 Dispute Resolution:

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

The Consultant agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Consultant had knowledge and failed to present during the City procedures.

In the event that City procedures are exhausted and a suit is filed for legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

9. **Period of Performance:**

The performance of Consultant's services shall commence as soon as practicable after the execution and delivery of this Agreement by both parties and, subject to the provisions of Paragraph 12, shall terminate upon delivery by Consultant of materials and reports specified in the Scope of Work, and payment to Consultant by City for all services performed and expenses incurred in connection with this Agreement.

10. **Independent Contractor:**

Consultant's relationship with City shall at all times be that of an independent contractor. The method and manner in which Consultant's services shall be performed shall be determined by Consultant, in its sole discretion, and City will not exercise control over Consultant or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Consultant shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Consultant, or any of its employees, as employees or agents of City.

11. **Notice:**

Any notice request or other communication to either party by the other concerning the terms and conditions of this Agreement shall be in writing and shall be deemed given when actually received by the addressee, having been hand delivered or sent postage prepaid, by certified or registered United States mail, return receipt requested, addressed as follows:

If to City: City of Norman  
Major Kevin Foster  
Norman Police Department  
201 W. Gray  
Norman, OK 73069

If to Consultant: Architects Design Group/ADG, Inc.:

Ian A. Reeves, AIA  
President  
PO Box 1210  
Winter Park, FL 32790-1210

**12. Termination:**

Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party, in which event City's sole obligation shall be to compensate Consultant for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this paragraph exceed the compensation provided for in Paragraph 7.

**13. Confidentiality:**

Consultant shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to City concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for City in connection with the performance by Consultant of its services hereunder during the period of this Agreement, without prior written approval of City. Consultant, cognizant of the sensitive nature of much of the data supplied by City, agrees to protect the confidentiality of any information designated by City to be privileged or proprietary except the confidentiality of any information enters the public domain, (ii) is obtained by Consultant from independent third parties not subject to any confidentiality or similar agreement with City, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

**14. Indemnity/Liability:**

Consultant will indemnify City and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the willful misconduct of Consultant or its employees, representatives, or agents or the negligent performance of Consultant's obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of City or its employees, representatives, or agents. In no event shall Consultant be liable for lost profits, special, incidental, consequential, or indirect damages suffered by City. The parties agree that in no event will Consultant's liability exceed the amount of compensation paid to Consultant by City, or Consultant's insurance coverage, whichever is less.

**15. Insurance:**

Consultant shall maintain the following insurance during the term of this Agreement:



- 15.1 Workers' Compensation – Consultant shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of City and its agents, employees and officials.
- 15.2 Commercial General Liability – Consultant shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- 15.3 Business Automobile Liability – Consultant shall provide coverage for all owned, non-owned and hire vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- 15.4 Professional Liability (Errors & Omissions) – Consultant shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this Agreement or shall be at least twice the required per claim.

**16. Taxes, Unemployment Insurance & Related Items:**

Consultant hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant or the work covered by this Agreement or in any way connected therewith; and Consultant shall comply with all administrative regulations and rulings thereunder with respect to and of the aforesaid matters; and Consultant shall reimburse City for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law City may be required to pay the same or any part thereof.

**17. General:**

- 17.1 Modifications – This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representative of the parties.
- 17.2 No Waiver – No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.
- 17.3 Applicable Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

- 17.4 Severability – If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.
- 17.5 Successors and Assigns – Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. Notwithstanding the foregoing, Consultant shall have the right, without the consent of City, to assign this Agreement and its rights and obligations hereunder to Consultant's parents, subsidiaries or affiliates or to any partnership in which AGD or any parent, merger or to a purchaser of all, or substantially all, of Consultant's assets. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.
- 17.6 Force Majeure – In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- 17.7 Entire Agreement – This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to the services to be performed under this Agreement.
- 17.8. Counterparts – This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CITY OF NORMAN,  
a municipal corporation**

By: \_\_\_\_\_  
Lynne Miller, Mayor

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Approved by the City of Norman this \_\_\_\_ day of \_\_\_\_\_, 2016.

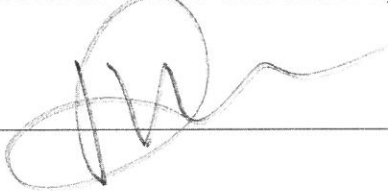
ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Lynne Miller, Mayor

**ARCHITECTS DESIGN GROUP/ADG, INC.**

a(n) \_\_\_\_\_



By: IANA REEVES, AIA  
Title: PRESIDENT

Address: PO Box 1210  
Winter Park, FL 32790

ATTEST:   
ANNAMALIE KELLOR