

CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

This Contract for Landscape Architectural services for planning and construction of Griffin Park Sports Complex and ("Contract") is entered into this 14th day of March, 2017, by and between the Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary ("Authority"), and its successors in interest, and PDG, LLC. d.b.a. Planning Design Group ("Design Consultant").

WITNESSETH:

DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX ESTIMATED CONSTRUCTION COST - \$9,325,000

WHEREAS, the Authority intends to engage the services of the Design Consultant to construct GRIFFIN PARK SPORTS COMPLEX in the Norman Municipal Authority and

WHEREAS, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the Design Consultant has been selected under the standards adopted procedures prescribed by The Norman Municipal Authority, and is made a part of this Contract by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A.	<i>Landscape Architectural services</i>	The performance of professional services such as consultations, investigations, reconnaissance, research, planning, design, preparation of construction drawings and specifications, and construction observation in connection with the arranging of land and the elements thereon for public and private use and enjoyment, including layout of roadways, service areas, parking areas, walkways, steps, ramps, the location of buildings and other structures, and the grading of land, surface and subsoil drainage, erosion control, planting, reforestation, and the preservation of the natural landscape, in accordance with accepted professional standards.
B.	<i>contract documents</i>	Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
C.	<i>Authority Engineer</i>	The officer of the Authority in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
D.	<i>estimated construction cost</i>	That amount which has been designated as the maximum amount for the construction cost of the project

2. **Services.** The Design Consultant is hereby engaged and employed by the Authority to perform in accordance with good Landscape Architectural practices and in the best interest of the Authority all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract, including but not limited to the following:

A. PROJECT PROGRAMMING AND MASTER PLAN

- (1) Detailed Survey/Base Map Development – Task 1
- (2) Geotechnical Report – Task 2
- (3) Introductory Meeting – Task 3
- (4) Site Analysis and Resource Inventory (natural and manmade) – Task 4
- (5) Preliminary Program of Activities Development – Task 5
- (6) Traffic Study – Task 6
- (7) Mater Plan – Task 7

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICES

Task 1 Design Development/Preliminary Plan Services

(a) Prepare schematic design studies, including review and comment of the project and design development documents. The Design Consultant shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the Authority Engineer. The Design Consultant shall prepare from the approved schematic design studies the design development document/preliminary plans consisting of drawings and other documents to fix and describe the size and character of the project as to structural, mechanical and electrical systems, preliminary site drawing, materials and such other essentials as may be appropriate. The preliminary site drawing shall include a topographical survey of the site, layout of any existing proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies as appropriate, any and/or all of which might affect the construction of this project. The design development document/preliminary plans shall include, if applicable, a drainage study to determine one-hundred (100) year flood elevation; these computations shall be included in preliminary plans.

(b) Prepare an approximate estimate of the construction costs of said improvements, extensions and repairs.

(c) Hold all necessary conferences with the Authority and all other interested parties.

(d) Prepare the design development document/preliminary plans to the Authority covering the Design Consultant's preliminary surveys, studies, investigations and other items as specified in paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the plans shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the Authority the order of construction and completion of each phase of construction.

(e) Furnish the Authority three (3) copies of the preliminary documents free of cost to the Authority. The cost of any additional copies of preliminary reports as the Authority may require will be reimbursed at the net cost thereof.

(f) Identify and prepare all requirements for the Authority to order the geotechnical investigation (to be paid by the Authority), including but not limited to sampling, test

boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design.

- (g) Review and recommend approval of testing laboratory claim vouchers.
- (h) The preliminary plans shall be recommended by the Authority Engineer for formal approval by the Authority.

C. CONSTRUCTION DOCUMENT/FINAL PLAN SERVICES

Task 1 Construction Document/Final Plan Services

(a) Prepare final plans, bid documents, specifications and estimate of costs.

(b) Prepare legal descriptions for the necessary temporary and permanent easements, prepare legal descriptions necessary for property to be acquired, provide right-of-way maps showing locations and dimensions of right-of-way to be acquired and assist the Authority when requested in negotiations with owners of property acquired for or affected by the improvements. This work shall be completed before preparation of final plans to insure all easements can be obtained prior to bidding.

(c) After approval of the design development document/preliminary report in whole or in part by the Authority, the Design Consultant shall proceed as directed in writing by the Authority Engineer to prepare detailed plans and specifications, using wherever applicable, Authority standards, details and specifications for such work. The Design Consultant shall complete said plans and specifications for submission to the Authority for its approval. All final as-built plans must be reproducible.

1. Scale for plan and profile sheets for preliminary and final plans shall be approved by the Authority Engineer prior to preparation of plans.
2. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
3. The Design Consultant shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project

(d) Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Design Consultant shall enlist the aid of a Registered Professional Engineer at the Design Consultants expense to prepare construction documents as may be required for these improvements and submit same to the Authority Engineer for approval. Detailed construction plans will be required on all storm sewer, sanitary sewer, waterlines, and paving construction and shall include the following:

1. Plan and profile of all proposed improvements. Indicate right-of-way and/or easement, state whether existing or to be acquired.
2. Include complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc.
3. All such plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
4. The horizontal scale used on plan and profile sheets shall be determined by the Authority based on the work depicted.

5. Sheet size shall be 24" x 36".
6. All street returns shall have a minimum thirty (30) foot radii. Driveway returns shall have a minimum of twenty (20) foot radii.
7. On construction plans the streets should reflect the name, existing surface and existing and proposed right-of-way width.
8. All utility easements shall be a minimum width of fifteen (15) feet.
9. All elevations shown on the plans shall be based on United States Geological Survey datum.

The Design Consultant shall assemble said plans and specifications for submission to the Authority for their approval. All original plans must be reproducible.

(e) Upon preliminary completion of final plans for formal submittal to the Authority, the Design Consultant will submit four (4) sets of final plans to the Authority Engineer.

(f) Prepare and furnish the Authority all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the Authority, employing wherever applicable, standard Authority forms, in completed form.

Furnish the Authority four (4) copies of all final plans and specifications with cost included in the Basic Services Fee. The Design Consultant will distribute bidding plan sets from their office with the printing fee charged to the plan holders.

(g) Identify and coordinate all requirements for geotechnical investigation, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.

Confirm and/or supplement the geotechnical requirement described in Preliminary Report Services - Task 1 above.

The laboratories will be selected by the Authority, and costs of sampling, analysis, borings, tests, or explorations and investigations will be paid by the Authority under separate contract.

(h) Review and recommend approval of testing laboratory claim vouchers.

(i) Meet with the Authority or its representatives at any time requested for consultation or conference as directed in writing by the Authority Engineer.

(j) Prior to the submission of contract documents to the Authority for solicitation of bids, the Design Consultant shall submit plans and specifications required for the granting of all necessary building permits.

(k) Prepare all necessary plans, studies and applications for submission to Authority, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the Authority.

(l) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. The Design Consultant shall

provide a permanent bench mark within two-hundred (200) feet of the beginning and ending of the proposed construction

D. BIDDING SERVICES FOR THE FIRST BID PACKAGE

Task 1 Bidding Services (First Bid Package included) (Initial Phase Only)

- (a) Meet with the Authority or its representatives at any time for consultation/conference, as directed in writing by the Authority Engineer. In this connection, the Design Consultant shall hold at least one (1) pre-bid conference with prospective bidders.
- (b) Answer all Authority and bidder's questions regarding the bidding of the project, prepare and distribute upon approval by the Authority Engineer, all addendums for the project.
- (c) Prior to bid opening, the Design Consultant shall submit a **sealed** construction cost estimate to the Authority derived from the Design Consultant's approved final plans and specifications.
- (d) The Authority will receive the proposals (bids) and the Design Consultant will receive a copy of the proposals from the Authority. The Design Consultant will review and evaluate the proposals and will make recommendations to the Authority for an award. The Design Consultant shall assist, review and make recommendations to the Authority on all construction contract issues.
- (e) If bids are received, all of which exceed the estimated construction cost, the Design Consultant shall revise its plans as directed by the Authority, pursuant to the paragraph number 21 "Estimated Cost for Construction" of this Contract.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Authority unless such work or service is first approved in writing by the Authority.

4. **Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$761,000 for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.

5. **Payments.**

- A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Design Consultant shall be submitted monthly to the Authority and shall meet the standards of quality as established under this Contract. The Authority agrees to pay the Design Consultant, as compensation for such Design Consultant services as listed herein. Professional consultants engaged for the normal structural, electrical or mechanical engineering services shall be billed to the Authority by the Design Consultant as part of the Design Consultant total compensation.
- B. The Design Consultant shall present the invoice to the Authority for compensation and payment. The Authority will review the invoice and claim voucher for payment. Should the Authority question or request additional documentation or disapprove all or a portion of any invoice, the Design Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

6. **As-Built Drawing Phase One**

Upon termination or completion of this Contract, the Design Consultant shall, at its expense, correct the original drawings [show all as-built changes based on information from the construction contractor] in the actual construction included under this Contract and shall furnish the Authority, without expense, CD ROM or ZIP Discs in AutoCAD version 2010 or PDF format and the corrected original with date of drawing on each sheet. All changes must be highlighted on the final drawings, showing any and all changes. All written comments or other markings on the drawings must be in black ink (red or other colors are not reproducible and will not be accepted).

7. **Indemnity.** To the fullest extent permitted by law, the Design Consultant agrees to release, defend, indemnify and save harmless the Authority and the City of Norman as its beneficiary, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Design Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Design Consultant's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Design Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Design Consultant shall promptly advise the Authority and any participating public trust, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Design Consultant, at its expense, shall assume the defense of the Authority and any participating trust, with counsel satisfactory to the Authority and participating trust. This section shall survive the expiration of the Contract. Provided, however, the Design Consultant need not release, defend, indemnify or save harmless the Authority and any participating public trust, or their officers, agents and employees, from damages or injuries resulting from the negligence of the Authority and any participating public trust, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

8. **Insurance.** Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Authority and any participating public trust.

A. During the term of the Contract, the Design Consultant shall provide, pay for, and maintain with companies satisfactory to the Authority and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies (except professional liability policies) shall provide that the Authority and any participating public trust are named additional insured's as to the operations of the Design Consultant under this Contract and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed certificates of Insurance. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority and any participating public trust on a timely basis if requested by the Authority and any participating public trust. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Authority and any participating public trust of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Design Consultant shall immediately notify the Authority and any participating public trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Authority and any participating public trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Design Consultant hereby agrees to promptly authorize and have delivered to the Authority and any participating public trust such statement.

The Design Consultant authorizes the Authority and any participating public trust to confirm all information so furnished as to the Design Consultant's compliance with its bonds and insurance requirements with the Design Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Design Consultant shall be primary to any insurance or self-insurance program carried by the Authority and any participating public trust.

- B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Design Consultant by the Authority and any participating public trust.
- C. The insurance coverage and limits required of the Design Consultant under this Contract are designed to meet the minimum requirements of the Authority and any participating public trust. Such coverage and limits are not designed as a recommended insurance program for the Design Consultant. The Design Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Design Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Design Consultant should seek professional assistance.
- D. Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Design Consultant for approval in advance by the Authority and any participating public trust. At the option of the Authority and any participating public trust: (1) the Design Consultant shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the Authority and any participating public trust; or (2) the Design Consultant shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by the Design Consultant's insurance because of deductibles or self-insurance retentions; or (3) the Design Consultant shall provide owner's protection liability coverage with the Authority and any participating trust as the named insured's, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00)
- E. The Design Consultant shall provide the Authority the following insurance:
 - (1) Worker's compensation and employer's liability. The Design Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Design Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Design Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Design Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial general liability insurance. The Design Consultant shall maintain during the term of the Contract sufficient commercial general liability Insurance to protect the Design Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Design Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Authority's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:
- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Design Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Design Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:
- | | | |
|---|----------------|-------------------------------------|
| Bodily injury liability | \$125,000.00 | Limit each person |
| | \$1,000,000.00 | Limit each accident |
| Property damage liability | \$25,000.00 | Limit each accident |
| | | or |
| Bodily injury and property damage liability | \$1,000,000.00 | Combined single limit each accident |
- (4) Valuable paper insurance in an amount not less than fifty percent (50%) of the Design Consultant's total fee to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the Authority and any participating public trust upon the completion, expiration, cancellation or termination of this Contract. The Authority and any participating public trust is to be named as loss payee for its interest only.
- (5) Professional liability insurance. Before this Contract may become effective, the Design Consultant shall provide the Authority and any participating public trust with a certificate of insurance evidencing the Design Consultant's coverage under a

Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this project.

Any lapse of insurance coverage is declared a breach of this Contract. The Authority and any participating public trust may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

9. **Termination for Convenience.** The Authority may terminate this Contract, in whole or in part, for the Authority's convenience. The Authority may terminate by delivery of a notice to the Design Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Design Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the Authority all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the Authority, the Authority shall pay the Design Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set in this Contract.

The rights and remedies of the Authority provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

10. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, or faxed (with hard copy follow up by mail or delivery) addressed as follows:

To the Authority:

The Norman Municipal Authority
201-C West Gray St.
Norman, Oklahoma 73069
Attn: Jud Foster, Director of Parks and Recreation
Phone Number: (405) 366-5472 Email: jud.foster@normanok.gov

To the Design Consultant:

PDG, LLC. d.b.a. Planning Design Group
5314 South Yale Ave., Suite 510
Tulsa, Oklahoma 74135
Attn: Jim Crosby, PLA, ASLA, President
Phone Number: (918) 628-1255 Email: jcrosby@pdgtulsa.com

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. **Stop Work.** Upon notice to the Design Consultant, the Authority may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of

this Contract. In the event the Authority issues a stop work order to the Design Consultant, the Authority will provide a copy of such stop work order to the contractor.

12. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Design Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the Authority, or until the final resolution of any outstanding disputes between the Authority and the Design Consultant or the contractor(s) on the project, the Design Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Authority subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Design Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Design Consultant shall permit periodic audits by the Authority and the Authority's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Authority and Design Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.
14. **Reporting to the Authority.** The Design Consultant shall report to the Authority on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion.** The Design Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Design Consultant to solicit or secure this Contract. The Design Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Design Consultant must execute the Anti-collision Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
16. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Design Consultant's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Design Consultant to require all employees, sub-consultants, or subcontractors engaged by the Design Consultant of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Design Consultant will subsequently notify the Authority of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the Authority may be cause for rejection of the bid in question and/or cancellation of the Design Consultant's contract.
17. **Work Orders.** The Design Consultant shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the Authority Engineer.
18. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Authority and may be reproduced, distributed and published in whole or part without permission or any additional payments

or fees to the Design Consultant. Reuse of said documents by the Authority shall be at the Authority's risk and responsibility and not that of the Design Consultant. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Design Consultant shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Design Consultant.

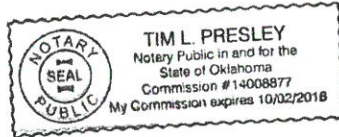
19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA"), the American Society of Landscape Architects ("ASLA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation.
20. **Standard of Care.** In providing the work and services herein, the Design Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Design Consultant agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Design Consultant.
21. **Estimated Construction Cost.** If the lowest and best bid proposed in response to a timely solicitation of bids for construction of the project, in accordance with the bidding documents provided by the Design Consultant, exceeds the estimated construction cost or funds available for this project, the Design Consultant, at no increase or additional cost to the Authority, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the estimated construction cost.
22. **Design Corrections.** The Design Consultant agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Design Consultant, at no cost to the Authority. The Design Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Design Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the Authority upon its review or inspection, nor is the Design Consultant relieved from liability for the Authority's lack of review or inspection of said documents.
23. **Notice of Design Limitations.** The Design Consultant will immediately advise the Authority at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
24. **Sub-consultants.** Design Consultant agrees to submit for approval by the Authority, prior to engagement, a list of sub-consultants or subcontractors the Design Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld.
25. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Design Consultant agrees as follows:
 - A. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Design Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship

- B. In the event of the Design Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Authority. The Design Consultant may be declared by the Authority ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Design Consultant.
 - C. The Design Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Design Consultant shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
26. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Design Consultant to provide professional and personal services to the Authority, the parties agree that the Design Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
27. **Termination for Default.** The Authority may cancel this Contract in whole or in part, for failure of the Design Consultant to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Design Consultant prior to the completion of this project, regardless of the reason for said termination, the Design Consultant shall immediately assign to the Authority any contracts and/or agreements relative to this project entered into between the Design Consultant and its subcontractors and sub-consultants, as the Authority may designate in writing and with the consent of the sub-contractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Authority, the Authority shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Design Consultant from and after the date of such assignment to and acceptance by the Authority. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the Authority shall constitute a debt between the Design Consultant and the affected subcontractors or sub-consultants, and the Authority shall in no way be deemed liable for such sums. The Design Consultant shall include this provision and the Authority's rights and obligations hereunder in all agreements or contracts entered into with the Design Consultant's subcontractors and sub-consultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
28. **Time Is of the Essence.** Both the Authority and the Design Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Authority to timely object to the time of performance shall not waive any right of the Authority to object at a later time.
29. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Design Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Design Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

30. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
31. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Authority and the Design Consultant concerning the Contract. Neither the Authority nor the Design Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
32. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the Authority and the Design Consultant. In the event the Design Consultant's scope of work is increased or changed so as to materially increase the need for Design Consultant services in excess of the not to exceed total compensation, the Design Consultant may seek to amend this Contract.
33. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
34. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
35. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
36. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
37. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
38. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Cleveland County.
39. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the Authority.

K-1617-114

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Authority Chairperson of the Norman Municipal Authority.



ATTEST:

By: TIM L. PRESLEY

"LANDSCAPE ARCHITECT"

PDG, LLC. d.b.a.
PLANNING DESIGN GROUP

By: James Crosby
James Crosby, PLA, ASLA, President

Subscribed and Sworn to me this 07 day of March 2017

Notary Public Tim L. Presley

Date: MARCH 6, 2017

Commission # / Expiration: 14008877 10-02-2018

"OWNER"

THE NORMAN MUNICIPAL AUTHORITY,
A Public Trust having the City of
Norman as it's Beneficiary

Date: March 14, 2017

By: [Signature]
Authority Chairperson

This contract was approved by the Authority on March 14, 2017

ATTEST:

Brenda Hall
Authority Secretary



APPROVED:

[Signature]
General Counsel

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
PAGE 1**

A. PROJECT PROGRAMMING AND MASTER PLAN

TASK 1 DETAILED SURVEY/BASE MAP DEVELOPMENT

1.1 The Griffin Park Project Area: The survey area for the project consists of approximately 120 acres including the sports Complex the pond area and the future park maintenance area.

Project Tasks:

- Prepare a detailed topographical survey for the project areas: all substantial features (buildings, curb, sidewalk, paving, fences, grade breaks, signs, power poles, utilities etc.)
- Benchmarks and permanent network control points will be throughout the limits of surveying support to be used for construction and future development.
- Calculate existing boundary and meander lines as provided from latest Tulsa County records, and establish or confirm monumentation where required.
- Review by Professional Land Surveyor
- Deliverables include the following:
 - Network Control Data Sheets (for subsequent use)
 - Topographic Survey in CAD format
 - Right of Way survey (all property lines, platted parcels, un-platted parcels, section data) in CAD format
 - All other materials used during the course of preparing the deliverables (field notes, parcel data, filed Certified Corner References, plats, etc.)

TASK 2 GEOTECHNICAL REPORT

2.1 The design team will engage a soils engineer to prepare a Geotechnical report to make recommendations on structural, roadway and parking facilities. The report will include between ten (10) and fifteen (15) drilled holes for analysis.

TASK 3 INTRODUCTORY MEETINGS

3.1 Authority Departments as required (Water & Wastewater Utilities Department, Planning Department, Parks Department & Public Works Department).

TASK 4 SITE ANALYSIS AND RESOURCE INVENTORY (NATURAL AND MAN-MADE)

4.1 Soils – Engage a Soil Testing Laboratory to prepare a full Soil Analysis

4.2 Flood-prone areas

4.3 Topography

4.4 Existing Utilities, Easements & Oil Wells

4.5 Accessibility (Pedestrian & Vehicular)

4.6 Relation to Surrounding Land Uses and Zoning

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
PAGE 2**

TASK 5 PRELIMINARY PROGRAM OF ACTIVITIES DEVELOPMENT

- 5.1 Conduct work session with Authority staff for programming.
- 5.2 Meet with the Citizen Advisory Committee and Norman Youth Soccer Association (NYSA) or other organizations identified by the Authority.

TASK 6 TRAFFIC STUDY

- 6.1 The design team will engage a traffic engineer to prepare a traffic report on existing and proposed road and intersection traffic flow conditions. They will also analyze the key intersections at Highland Park as well as the park entry off of Robinson.

TASK 7 MASTER PLAN

- 7.1 Based on information collected in the programming phase from the Authority, the Citizen Advisory Committee and Norman Youth Soccer Association PDG and the design team will prepare the conceptual Master Plan.

A Conceptual Master Plan will be prepared based on citizen input through the public participation meetings as part of the Project Programming phase. Although these items will come from these meeting and may differ in the Final Master Plan the items as we know them now include the following.

1. Include a minimum of a twenty (20) field soccer complex including new and existing fields. As many as possible will be designed as full size pitches to be divided into a field layout that works with NYSA.
2. Include an indoor training facility to be used by the Authority and NYSA. The size of this facility will determined in the programming phase with input from Citizen Advisory Committee and NYSA as well as adhering to the Authority budget. This building is anticipated to be a steel metal building system with possible accent material in high visibility areas.
3. Include all support facilities including restrooms, concessions and storage buildings.
4. Analyze and design the best ingress and egress to the site from adjacent public streets to facilitate a smooth traffic flow in and out of the site. We will utilize the assistance on a traffic engineering consultant.
5. Analyze and design the best interior traffic flow throughout the site and into and out of parking areas.
6. Include adequate parking distributed throughout the site. Input on this item from NYSA will be important with their long standing experience on the site.
7. Analyze and design proper pedestrian circulation throughout the site including code compliant ADA accessibility.
8. Include sports field lighting on an adequate number of the fields for night play. The number of fields lite will be determined with the Citizen Advisory Committee and NYSA as well as adhering to the Authority budget.

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
PAGE 3**

9. Include amenities approved by the Citizen Advisory Committee and NYSA that may include some or all of the following items:
 - a. Plaza areas for seating including shade structures
 - b. Large group shelters that could accommodate entire teams
 - c. Playgrounds for siblings during games
10. Include new entry monument signage as well as wayfinding throughout the project site.
11. Analyze irrigation infrastructure requirements to be used in the final construction document phase.
12. Include a space study for the relocation of the park maintenance facility from Reaves Park to Griffin Park. The facility is anticipated to be in the northeast portion of the park. Detailed plans will be done by others this is a space study to make sure sufficient land is designated for the facility.

- 7.2 Present the Final Master Plan for approval to Norman Board of Parks and if requested to the Norman Municipal Authority prior to commencement of Construction Documents.

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICES

TASK 1 DESIGN DEVELOPMENT/PRELIMINARY PLANS

- 1.1 Prepare and submit project Design Development/Preliminary plans as outlined in Basic Services of this Contract, including but not limited to, preparation and submission of preliminary plans and specifications for funded improvements including but not limited to the identification of items from the Final Master Plan described in item A-task 7
- 1.2 Prepare for Authority staff to review and approve preliminary plans and specifications at 65% completion prior to final plans. Building and site improvements shall meet all appropriate codes and ordinances.
- 1.3 Meet with the Authority and/or relevant groups to review plans as required
 1. Utility companies
 2. Norman Municipal Authority Planning, City of Norman Engineering or Public Works Departments
 3. City of Norman Building Permit Department
 4. Citizen Advisory Committee
 5. Norman Youth Soccer Association
- 1.4 Prepare a preliminary estimate of probable cost for the construction of the overall project.

C. CONSTRUCTION DOCUMENTS/FINAL PLANS

- 2.1 Prepare and submit project Final Construction Documents as outlined in Basic Services of this Contract, including but not limited to, preparation and submission of Final Construction Documents and specifications for funded improvements including but not limited to the identification of items from the approved Design Development/Preliminary plans.

EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
PAGE 4

- 2.2 Prepare for Authority staff to review and approve Final Construction Documents and specifications at 95% completion prior to final issuance of plans. Prepare and deliver four complete printed sets of construction documents and specifications for final plan review as well as one digital copy.
- 2.3 The work described in Task 2 – 1.1 may at the Authority's discretion be divided into as many as three (3) separate bid packages to facilitate the work schedule. The Authority will direct the Consultant in writing as to the final breakdown of bid packages.
- 2.4 Prepare a final architect estimate of probable cost for the construction of the overall project.

D. BIDDING SERVICES FOR THE FIRST BID PACKAGE
(Initial Phase Only)

- 3.1 Perform bidding services as outlined in Basic Services of this Contract, including review of all bids and preparation of a bid tabulation for submittal to the Authority.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX**

Under the terms of this Contract, the Design Consultant agrees to perform the work and services described in this Contract. The Authority agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$761,000 for Basic and Additional Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic and additional services may not exceed \$761,000., and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic and additional services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments of the amounts for each task may be invoiced for incremental work completed.

A. PROJECT PROGRAMMING AND MASTER PLAN

Task 1
\$50,000

Completion and submittal of the final survey/base information for the Project areas.

Task 2
\$10,500

Completion and submit information from the Geotechnical Report and Soil Analysis

Task 3 through Task 7
\$136,000

Completion of all programing, public input, site analysis, traffic study final master plan, reimbursable expenses and final public presentation and approval.

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICE

Task 1
\$195,000

Completion and recommendation by the Authority of the design development/preliminary plans for the project.

C. CONSTRUCTION DOCUMENTS/FINAL PLAN SERVICE

Task 1
\$362,000

Completion and acceptance by the Authority of the construction documents/final plans and specifications for the project.

**D. BIDDING SERVICES FOR THE FIRST BID PACKAGE
(Initial Phase Only)**

Task 1
\$7,500

Completion and acceptance by the Authority of the bidding services for the first contract phase

EXHIBIT C
ANTICOLLUSION AFFIDAVIT
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX

The undersigned Design Consultant, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Design Consultant; that the Design Consultant has not, directly or indirectly, entered into any agreement, express or implied, with any other Landscape Architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the Landscape Architect/engineers, the parceling or farming out to any Landscape Architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Design Consultant further states that the Design Consultant has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any Authority official, Authority employee or Authority agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Design Consultant or Authority official, Authority employee or Authority agent concerning the exchange of money or other thing of value for special consideration in the letting of a Contract. The Design Consultant states that it has not paid, given or donated or agreed to pay, give or donate to any Authority official, officer or employee of the Authority or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Signature of executing individual:

Zip Code

 **TIM L. PRESLEY**
Notary Public in and for the
State of Oklahoma
Commission #14008877
My Commission expires 10/02/2018

TIM CROSBY

My Commission Expires: 10-02-2018

Notary Public

EXHIBIT D
NONDISCRIMINATION CERTIFICATE
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX

In connection with the performance of work under this Contract, the Design Consultant agrees as follows:

- I have read the above clause and agree to abide by its requirements.

Signature of executing individual:

Zip Code

Signed and sworn to before me on this 07 day of MARCH, 20 17, by

My Commission Expires:

Notary Public

