

Agreement between the City of Norman, Oklahoma, the University of Oklahoma, and the National Charrette Institute for a Master Plan and Building Form Standards for the City Center Visioning Project Area

Project Understanding

This document sets forth an Agreement between the City of Norman, Oklahoma (City), the Board of Regents of the University of Oklahoma (OU), on behalf of the University of Oklahoma, and the National Charrette Institute (NCI) for the creation of a master plan and zoning code (the “City Center Code”) with building form standards for the Norman City Center Visioning Project Area by means of a public design charrette conducted by NCI. The City Center Visioning Project Area is defined as: an area bounded on the north by a line superimposed over the centerline of the existing alley between Gray Street and Tonhawa Street extending west to Flood Avenue (the point of beginning) and east to the railroad, the railroad on the east, Boyd Street on the south, and the western boundary runs from Boyd Street north along the east boundary of the lots fronting on Elm Avenue to Park Drive, north on Park Drive to the alley north of Comanche Street, west along the alley to its end point then back south to Comanche Street, then west on Comanche Street to Lahoma Avenue, then west following the southern lot line to Flood Avenue, then north on Flood Avenue to the point of beginning. A map of the Project Area is also attached to this Agreement.

NCI’s Scope of Work

1. Task One: Project Kick-off (Trip One)
 - a. NCI will work with staff and the Executive Committee to prepare for the Project Kick-off. This will include developing the interview invitations, meeting invitations and public meeting agenda and announcements.
 - b. Bill Lennertz, Executive Director of NCI, and the NCI design team manager will visit Norman. While in Norman, these representatives of NCI will hold a series of meetings including: interviews with individuals and groups that represent a broad spectrum of community viewpoints; discussions with OU and City staff to review project schedule, charrette logistics, and responsibilities; and review project goals and processes with the Steering Committee. They will also tour the Project Area to gather information for urban diagnostics. Finally, NCI will conduct a public kick-off meeting to gather community input on the project and its process.
 - c. NCI will prepare a detailed project budget for Tasks 1-6, not to exceed \$200,000.00, including among other things, professional fees, travel, lodging and other costs together with projected time commitments and hourly fee rates for each member of the design team.

d. Task 1 is anticipated to take two months.

2. Task Two: Charrette Preparation

a. NCI will then review and assess base data (provided by the City) including current zoning, prior plans and studies. NCI will advise the City and OU regarding charrette logistical preparations and conduct weekly phone meetings with the City, OU, and Executive Committee members.

b. Task 2 is anticipated to take six weeks.

3. Task 3: Charrette (Trip Two)

a. NCI will conduct a charrette lasting five days.

b. The charrette will include the following activities and items: Community Kick-off Meeting; a presentation to educate participants on best practices in sustainable neighborhood planning, livable transportation solutions, sustainable development strategies, and supporting community character; community design session including exercises using project area maps to record community vision ideas. Efforts will be made to include children in some of the charrette sessions. In addition, keypad polling may be used to gather and present public opinion on selected topics.

c. NCI will establish a Charrette Design Studio where they will refine the vision, develop the codes, and continue to gather community support. At the Design Studio, NCI design team members will analyze the information gathered at the community design session and from pre-charrette analyses in order to formulate a vision for the Project Area. Stakeholders and the community will be encouraged to stop in throughout the charrette as new issues come to mind and to check on the project's status.

d. NCI will conduct technical meetings during the charrette. These meetings will be with specialists during the first days of the charrette according to topic. Some of the potential topics are: housing development, architecture, parks and transportation. These topics will be decided during Task 1.

e. Midway through the charrette, NCI will host a Community Open House. The Open House will be held at the Design Studio where NCI will have their work posted for informal public viewing and comment. The Open House gives the community an opportunity to provide input on the ongoing work which provides an important feedback loop while the planning concepts are still evolving. Input received will inform the final days of work.

- f. At the conclusion of the charrette, certain draft products will be completed by NCI at the Design Studio. These include: illustrative plans and renderings showing the future neighborhood vision; a regulating plan illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features; building form standards governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street; and public space/street standards defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. Regulating plans may also include aspects of building form standards such as “build-to-lines” or “required building lines” and building type or form designations.
 - g. At the end of the Charrette NCI will present the work generated to date to the community in a “Concluding Charrette Presentation.” At this presentation, NCI will present the process and products of the charrette. A question and answer session, surveys, and informal discussions following the presentation will be used to solicit input from the community.
 - h. Task 3 is anticipated to take one week.
4. Task 4: Charrette Report, Draft City Center Code
- a. NCI will create a report documenting the process and outcomes of the charrette. NCI will develop the draft City Center Code including: regulating plan, building form standards, and public space/street standards. The report will include recommendations on integration of the City Center Code into the existing City of Norman regulatory framework. NCI will present and review the draft City Center Code with the Executive Committee, OU Staff, and City Staff via web-meeting. NCI will then revise the draft City Center Code per comments received at that review. NCI will present the revised City Center Code to the Steering Committee, Executive Committee, OU Staff, and City Staff via web-meeting. NCI will also provide the revised City Center Code to the City for posting on the City website for public comment. The City will be responsible for managing this public comment process and provide NCI with a single set of proposed final revisions. NCI will make final revisions to the City Center Code based on this input.
 - b. Task 4 is anticipated to take three months.
5. Task 5: Draft City Center Code Presentation (Trip Three)

- a. NCI will meet with the Steering Committee, Executive Committee, OU Staff, and City staff. During this trip, NCI will present the draft Center City Code to the public.
 - b. Task 5 is anticipated to take two days.
6. Task 6: Final City Center Code
- a. NCI will advise the City as they integrate the City Center Code (regulating plan, building form standards, public space/street standards) into existing regulatory framework.

Responsibilities of NCI

1. NCI shall be known as the Consultant for the City Center Visioning Project. As the Consultant, NCI may find it necessary to hire additional subject matter experts, such as architects, urban designers and code experts in order to provide the best quality product. Prior to final selection of these subject matter experts, NCI will notify the Steering Committee of the prospective expert's credentials and expertise and ask for their approval of NCI's subject matter expert selection.
2. NCI will provide regular updates regarding the City Center Visioning Project to the Steering Committee via brief written reports or web-meetings at the preference of the Steering Committee.

Relationship of the Parties.

The relationship between NCI, the City and OU is that of independent contractor not employer/employee, joint venture, agent or business partners and nothing in this Agreement shall be construed to make any party the legal representative or agent of any other party, nor shall any party have the right or authority to assume, create or incur any liability or any obligation of any kind in the name of or on behalf of any other party.

Responsibilities of the City of Norman and University of Oklahoma

1. The City and OU agree to: provide NCI with base maps and zoning documents; assist NCI in identifying key community groups and members; actively collaborate on visioning and code writing; provide economic information, as feasible, regarding infrastructure and other municipal costs associated with potential implementation of the visioning plan; manage project communications through the City website and social media; receive and organize public comments through the city website on the revised City Center Code; provide for public meeting arrangements: scheduling, invitations, venues, set-up and break-down, intake, invitations, table facilitation assistance, flip charts

and audio visual equipment; provide food for committee and public meetings; provide printing of all materials for public meetings and reports.

2. In addition the City agrees to: under the advisement of NCI, integrate the recommended code changes into the existing city regulations. This work includes an analysis of existing regulations to identify any conflicts with the proposed codes and associated required changes.

Compensation of NCI

1. The compensation due to the National Charrette Institute for providing the basic services called for above in Tasks 1-6, including travel and lodging expenses, shall be billed at commercially reasonable rates and paid as professional fees with total compensation (professional fees and all costs and expenses) not to exceed Two Hundred Thousand (\$200,000.00) Dollars.
2. Payments shall be based on reasonably documented invoices submitted to the City of Norman and the University of Oklahoma on a monthly basis, by the 10th of the month following the month in which the services and/or expenses were provided and/or expenses incurred. NCI's payment invoices shall be equally split and submitted to OU and the City independently.
3. Estimated fees per task: Task 1: \$20,800, Task 2: \$27,300, Task 3: \$91,100, Task 4: \$41,800, Task 5: \$11,800, Task 6: \$7,200

Additional Services

NCI, at the request of the City and OU, may perform additional services related to the project as mutually agreed by the City, OU and NCI prior to performance of the services. If the nature of the scope of services changes or if these fee estimates require increase, NCI will notify the City and OU of the revised scope and/or estimated fee and obtain their written authorization before proceeding with further work.

Project Schedule

NCI anticipates that the project (Tasks 1-5) can be completed within 7 months of the agreement signing date. Changes to the project completion date can be made with mutual written approval from NCI, the City and OU.

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of NCI and NCI's officers, employees, agents, sub-consultants to the City and OU for any claims, losses, costs, or damages whatsoever arising out of, resulting

from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of NCI and NCI's officers, employees, agents, sub-consultants shall not exceed the total compensation received by NCI under this Agreement.

Audit

In accordance with applicable law, NCI's documents and records that relate to consultant's professional services are subject to examination by OU, the State Auditor and Inspector and the State Director of Purchasing.

Termination

NCI, the City, or OU may terminate this Agreement at any time by written notice thirty (30) days prior to termination. If the Agreement is terminated by NCI, the City, or OU, the City and OU will pay NCI for services provided and documented expenses reasonably incurred by NCI up to the time notice is sent by NCI to OU and the City or when received by NCI from the City or OU.

IN WITNESS WHEREOF, the City of Norman, the University of Oklahoma, and the National Charrette Institute, as parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

THE CITY OF NORMAN, OKLAHOMA

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of February, 2014.

CITY ATTORNEY

Contract No. K-1314-121
National Charrette Institute, OU, & City
RE: City Center Visioning Project
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THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

Authorized Representative

ATTEST:

Chris Purcell, Secretary

APPROVED as to form and legality this _____ day of February, 2014.

GENERAL COUNSEL

NATIONAL CHARRETTE INSTITUTE

Bill Lennertz, Executive Director
National Charrette Institute