

AGREEMENT
FOR
PROFESSIONAL ARCHITECTURE SERVICES

This AGREEMENT, between the City of Norman (Owner) and Copeland Design Collective, PLLC (Landscape Architect/Architect);

WITNESSETH

WHEREAS Owner intends to create a Master Plan for Abe Andrews Park as specified in the RFP #2223-80, issued by the City of Norman, located at 201 West Tonhawa Street in Norman.

WHEREAS, Owner requires design services, including a public input process, preliminary report and design documents, revised final design drawings, report narrative, phasing plan, and opinion of probable casts in connection with the Andrews Park Master Plan Project (the Services); and,

WHEREAS, Architect is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Architect agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be August 22, 2023.

ARTICLE 2 - COMPLETION DATE

The Architect shall, within 120 days following the “Effective Date” of this agreement, complete specific work tasks one through three, in accordance with the anticipated project schedule described in Attachment B—Project Schedule.

ARTICLE 3 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Oklahoma.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services described in Attachment A, Scope of Services. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4 shall entitle the Architect to an equitable adjustment in the compensation provided in Article 5. Architect shall not perform Additional Services without prior authorization from the Owner. Additional Services shall not be authorized except by a written amendment to this Agreement.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect in accordance with Attachment C, Fee Schedule.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the owners files or as described in Attachment A—Scope of Services. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

Architect shall exercise the same degree of care skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Architect under similar circumstances. The Architect shall correct the Services which fail to satisfy this standard of care. No warranty, express or implied is included in this Agreement or in any drawing, specifications report or opinion produced pursuant to this Agreement.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project and the Architect's fee for the Services and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification. Architect and Owner each agrees to defend, indemnify and hold harmless each other it's agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of Architect and Owner, such liability shall be borne by each party in proportion to it's own negligence.

- 8.3 Employee Claims. Architect shall indemnify Owner against legal liability for damages arising out of claims by Architect's employees. Owner shall indemnify Architect against legal liability for damages arising out of claims by Owner's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, Architect shall not be liable to Owner for any special, indirect or consequential damages resulting in any way from the performance of the Services.
- 8.5 Survival. Upon completion of all Services obligations and duties provided for in this Agreement or if this Agreement is terminated for any reason the terms and conditions of this Article shall survive.
- 8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:
- a. Owner and Architect agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.
 - b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.
 - c. Architect shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

During the performance of the services under this agreement Architect shall maintain the following insurance:

- 9.1 General Liability insurance with a combined tingle limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.
- 9.2 Automobile Liability insurance not required for this contract. No auto use included for work herein.
- 9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$500,000 for each occurrence.
- 9.4 Professional Liability (errors and omissions) insurance with an annual limit of \$500,000 in the aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insured on their General Liability Insurance policies.

Architect and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, and employees for damages covered by property insurance during and after the Surveying Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Architect to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project, (if any); (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to Architect, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction (if any—none anticipated) unless such responsibilities are specifically assigned to Architect in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Architect has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect. Architect does not guarantee that proposals, bids, or actual Project costs will not vary from Architect's costs estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon Owner's request Architect shall furnish Owner with specified drawings and/or data in electronic format. All documents, including but not limited to, drawings, specifications and computer software prepared by Architect pursuant to this Agreement are instruments of Service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

ARTICLE 13 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all the Services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither Owner nor Architect shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Architect under this Agreement.

Should such circumstances occur the non-performing party shall, within a reasonable use of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Architect:

Kayla Copeland
Landscape Architect
Copeland Design Collective
718 West Sheridan Avenue
Oklahoma City, OK 73102
405-309-7373
Email: kayla@copelanddesigncollective.com

Owner:

James Briggs
Park Development Manager
City of Norman—Parks and Recreation
P.O. Box 370
Norman OK 73070
405-366-5480
Email: james.briggs@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Architect and Owner.

ARTICLE 16 - WAIVER

A waiver by either Owner or Architect of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this agreement be determined void.

ARTICLE 18 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Architect. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

[The remainder of this page intentionally left blank.]

ARTICLE 19 - SUCCESSORS AND ASSIGNS

Owner and Architect each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

IN WITNESS WHEREOF. Owner and Architect have executed this Agreement.

DATED this ____ day of _____, 2023.

CITY OF NORMAN

Owner

Landscape Architect

By: _____
Title: Director of Parks & Recreation
Date: _____

By: Kayla Copeland
Title: CDC Project Manager/Owner
Date: 08/18/2023

ATTEST

ATTEST:

Secretary

Karla Sitton
Secretary Notary

Seal

Seal



APPROVED as to form and legality this 18 day of August, 2023

[Signature]
City Attorney

Attachment A

Scope of Services

Task 1 – Andrews Park Master Plan

1. ***Kick-off Meeting and Project Orientation:*** There will be an initial kick-off meeting with representatives from the City of Norman staff to confirm project expectations and discuss key issues and expected outcomes. It is anticipated that the ongoing planning efforts and coordination between the City of Norman staff and Norman Board of Parks Commissioners will yield important information related to specific potential constraints and opportunities. Specific goals for the meeting will include:
 - a. confirm the project objectives;
 - b. identify key project stakeholders;
 - c. identify other relevant prior plans and studies;
 - d. identify communications channels and project personnel;
 - e. discuss previous relevant plans, studies, and information, including the most current 2009 Norman Parks and Recreation Master Plan, and any prior open space and recreation plans and studies that will affect the design of Andrews Park;
 - f. outline a community outreach process;
 - g. outline design process and workshop;
 - h. outline anticipated agency and regulatory coordination and approvals;
 - i. identify targeted project budget and schedules.
 - j. Deliverables: meeting minutes delivered digitally to Park Staff.
 - k. Design Team members involved: Copeland Design Collective (in-person), RDG (Virtual), BAU (Virtual), and Garver (Virtual).

2. ***Public Outreach:*** To assure that ample opportunity is provided for input by the community and project steering committee, a public process that solicits input from Norman residents and constituent groups will be conducted.
 - a. **Steering Committee Meetings:** The City of Norman staff will establish a project Steering Committee to provide input to the process and serve as a sounding board for our recommendations. Members of the Steering Committee may include Norman officials, members of the downtown business community, civic leaders, representatives of recreational associations, and others which may be identified. During these meetings, the committee will identify key issues, review proposed findings, discuss alternative solutions, and refine the recommendations. At a minimum two (2) Steering Committee meetings will occur at the following stages in the design process:
 - i. ***Meeting 1:*** Introduce project, clarify objectives, gather input as to priorities for evaluating alternatives, and identify resources and challenges. Discuss project goals and programming vision. This will occur on Day 1 of the Design Workshop.
 - ii. ***Meeting 2:*** Present draft Master Plan and solicit feedback on concepts and implementation strategy. This will occur on Day 3 of the Design Workshop.
 - b. **Public Meeting – Picnic in the Park:** One (1) public meeting will be held during the course of the project to discuss existing park amenities and gather community input on the vision for Andrews Park. The one meeting will occur the night before the Design Workshop and include a picnic-

style theme with lemonade & cookies. The Design Team will coordinate with the City of Norman for the location in Andrews Park and solicitation of the Public Meeting.

- c. Deliverables: meeting minutes and summary of public meeting findings will be delivered digitally to Park Staff.
- d. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.

3. **Design Workshop:** The Design Team will host a three (3) days master planning workshop.

- a. **Day 1:** The workshop attendees will walk Andrews Park together and discuss opportunities and constraints through the Steering Meeting 1 – City staff and steering committee shall attend. Virtual review of similar parks. Goals and programming will be determined. Spatial analysis to begin. Meeting 1 will be held at Andrews Park for the first half of the day, then the steering committee will be dismissed. The second half of the day will be held in a final downtown location TBD with City Staff.
- b. **Day 2:** Design day – the design team will begin a charrette and develop ideas for Andrews Park. Lunch will be provided for all in attendance. Park staff shall join the charrette. Towards the end of the day, Design Team will Present initial findings and preliminary recommendations, and solicit feedback from City staff. Design day’s final downtown location is TBD.
- c. **Day 3:** Design day – the Design team will work to tighten up the Andrews Park master plan. Sketches, illustrations, and concept development will be formed. Towards the end of the day Steering Meeting 2 will occur, the design team will present the draft Master Plan and solicit feedback on concepts and implementation strategy from City Staff and steering committee. Design team will leave knowing final design decisions and revisions to close out the workshop and update the master plan.
- d. Deliverables: meeting minutes delivered digitally to Park Staff and scanned copies of the final design from the charrette.
- e. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.

4. **Final Report Document:** All the work products described above will be assembled into a formal bound report and furnished as a draft for review by the City of Norman staff and Norman Board of Parks Commissioners at the Norman Board of Parks Commissioners monthly meeting. This will also be a public opportunity for the community to attend and give any final feedback on the master plan. The goal of this meeting is to receive a recommendation of approval for adoption to City Council, with the understanding that the Park Commissioners’ edits will also be implemented before the final report to City Council. After this meeting, any necessary revisions will be incorporated, and a final report will be issued for City Council review, with the goal of the adoption of the master plan. Final documents will be furnished in both hardcopy and electronic formats, in quantities and specific electronic formats as desired. Final deliverables comprising the Plan will include:

- a. **Narrative Report:** A final narrative report that describes the project goals, methodology, and results. The final report will be submitted to the City of Norman City Council for adoption/acceptance. The report will include a stand-alone Executive Summary containing the main points of the full document.
 - i. **Phasing Plan:** Prioritized list of projects and actions, broken into short-term, medium-term, and long-term phases, depending on cost, complexity, readiness for implementation, and other relevant factors.

- ii. *Permit Assessment*: Determine all necessary environmental clearances that may be required. Determine necessary local, state, and federal permits to complete the project.
 - iii. *Opinion of Probable Cost*: Opinion of probable cost for recommended improvements.
 - iv. *Funding Sources*: Identify specific potential sources for capital funding to make improvements, including eligible grant programs, and other strategies.
 - v. *Recreation Programming*: Summary of recommended programs, as identified during the outreach process.
- b. *Final Master Plan*: Master plan and illustrations will be provided as presentation-size hard copy originals, as well as in electronic format. Drawings will include one (1) final master plan and two (2) perspective renderings.
 - c. *Digital Flashdrive*: Containing the Study Report and Maps and Plans in a digital, reproducible format.
 - d. *Meeting Minutes* and other records of project correspondence.
 - e. Formal Andrews Park Resolution accepting the Report.
 - f. *Deliverables*: Final master plan report delivered digitally to Park Staff, four (4) complete printed sets of all masterplan documents.
 - g. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.

Attachment B**Project Schedule**

<u>Description</u>	<u>Date</u>
City Council – Notice to Proceed	August 22, 2023 @ 6:30 PM
Project Kick-Off Meeting with Board of Park Commissioners	September 7, 2023 @ 5:30 PM
Public Outreach – Picnic in the Park	September 11, 2023 @ 5:30 PM
Design Workshop	September 12-14, 2023
Draft Master Plan Report to the City of Norman Staff and Board of Park Commissioners	September 22, 2023
Present Master Plan to Board of Park Commissioners	October 5, 2023 @ 5:30 PM
Complete Master Plan	October 27, 2023
Present Master Plan to City Council	November 14, 2023 @ 6:30 PM

Attachment C

Fee Schedule (Task 1 - Andrews Park Master Plan)

<u>Description</u>	<u>Fee</u>
Task 1 – Andrews Park Master Plan <i>1. Kick-off Meeting and Project Orientation</i>	\$2,500.00
Task 1 – Andrews Park Master Plan <i>2. Public Outreach</i>	\$3,500.00
Task 1 – Andrews Park Master Plan <i>3. Design Workshop</i>	\$36,000.00
Task 1 – Andrews Park Master Plan <i>4. Final Report Document</i>	\$8,000.00
Task 1 – Andrews Park Master Plan TOTAL	\$50,000.00