

AGREEMENT FOR PROFESSIONAL ARCHITECTURE SERVICES

This Agreement is entered into between the City of Norman (“Owner”), an Oklahoma municipal corporation, and Beck Associates Architects, PLLC d/b/a Beck Design (“Architect”), an Oklahoma professional limited liability company.

WITNESSETH:

WHEREAS, Owner intends to create a Master Plan for the Sooner Theatre, located at 101 East Main Street, Norman, Oklahoma, as specified in the RFQ No. 2526-51 issued by the City of Norman, and

WHEREAS, Owner requires design services, including a public input process, preliminary report and design documents, revised final conceptual design drawings, report narrative, phasing proposal, and opinion of probable costs in connection with the Sooner Theatre 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 - TERM

The Effective Date of this Agreement shall be August 25, 2026, and shall last until successful completion of the Services, as determined by Owner, unless otherwise earlier terminated pursuant to the provisions set forth herein.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services, as described in: 1) “Exhibit A—Master Planning Design Services,” attached hereto and incorporated herein; and 2) the City’s RFQ No. 2526-51 on file in the office of the City Clerk of the City of Norman and made part of this Agreement as if fully written in detail herein or attached thereto. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the Architect’s negligence or other failure to perform, any Additional Services provided in accordance with this Section 2 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 3 - SCHEDULE

Architect shall exercise its reasonable efforts to perform the Services according to the “Anticipated Schedule” section described in Exhibit A—Master Planning Design Services, and as may be modified by mutual agreement of the parties.

ARTICLE 4 - GOVERNING LAW; VENUE

This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court. The parties agree to submit to the subject matter and personal jurisdiction of said court. The parties shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, indemnity or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect in accordance with the fee schedule attached hereto and incorporated herein as "Exhibit B—Fee Schedule." Invoices shall be due and payable within thirty (30) days of receipt. Owner shall give prompt written notice to Architect of any disputed amount and shall pay the undisputed amount, such disputed amounts to be paid once resolved between the parties. Architect reserves the right to payment of any disputed amount and its acceptance of the undisputed amount shall not be deemed to waive any right to full payment.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the Owner's files or as described in Exhibit A—Master Planning Design Services. The Architect shall be entitled to rely on the accuracy and completeness of the information and services 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, currently practicing, under similar circumstances at the same time and location the Services are provided ("Standard of Care"). 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.

- a. Owner agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq., as amended.
- b. Architect agrees to indemnify, defend and hold harmless Owner, and its officers, employees, and agents from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Architect's performance of the Agreement, except to the extent such are caused by the negligence of the City.
- c. The acceptance by Owner or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the Architect shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive either party of any action, right, or remedy otherwise available at common law.

8.3 Employee Claims. Each party shall indemnify the other against legal liability for damages arising out of claims by its employees.

8.4 Consequential Damages. To the fullest extent permitted by applicable law, neither party shall be liable to the other 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 8 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, that Architect's Services have been suspended and will not resume until the hazardous condition has been removed. 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. Notwithstanding anything in this Agreement to the contrary, Architect shall have no responsibility for the discovery, presence, handling, identification, remediation, disposal, 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 single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.
- 9.2 Automobile Liability insurance not required for this Agreement. No auto use included for work herein.
- 9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$500,000 for each occurrence.
- 9.4 Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled by the Insurer without at least thirty (30) days written notice (ten (10) days' notice in the case of unpaid premium) to Owner. All Project contractors shall be required to include Owner and Architect as additional insureds on their General Liability Insurance policies.

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 with or otherwise under the authority of 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 expressly assigned to Architect in Exhibit A—Master Planning Design 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 – OWNERSHIP AND 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.

Except as otherwise provided herein, Instruments of Service prepared by Architect and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that Architect shall have the unrestricted right to their use. Architect shall retain its copyright and ownership rights in its design, drawing details, specifications, models, methods, processes, data bases, computer software, and other proprietary property and information. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Architect.

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 12 shall survive

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 (15) 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 the date of the notice of termination, amount not to exceed the fee amount due for the portion of the Services rendered to such date, whether complete or incomplete, and reasonable 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 time 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:

Casey Tarp, AIA, NCARB, LEED®AP
Managing Partner
Beck Design
204 North Robinson Ave., Suite 2600
Oklahoma City, OK 73102
405-232-2007
Email: ctarp@beckdesign.com

Owner:

Jason Olsen
Director
City of Norman—Parks and Recreation
225 N Webseter Ave.
Norman, OK 73069
405-366-5471
Email: jason.olsen@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 – DISPUTES

In the event of a dispute between Owner and Architect arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 17 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

ARTICLE 18 - SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 19 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, together with the Exhibits expressly identified herein, 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. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - AUTHORITY

Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery, and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as expressly set forth herein.

ARTICLE 22 - ASSIGNMENT

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld. Nothing contained in this Article shall prevent Architect from engaging independent consultants, associates and subcontractors to assist in the performance of the Services. Any such assignment shall be void unless the assignee assumes all rights, duties, and obligations of the assigning party, including any payment obligations for amounts owed prior to and after the date of the assignment.

ARTICLE 23 - NONDISCRIMINATION

Architect agrees that it will not discriminate on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and Architect. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Architect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the Effective Date. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

ARCHITECT: BECK ASSOCIATES ARCHITECTS, PLLC

BY: 
Managing Member

ATTEST:


Secretary

OWNER: CITY OF NORMAN

APPROVED this _____ day of _____, 2026 by the Norman City Council.

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 20 day of August, 2026.


City Attorney



EXHIBIT A
Master Planning Design Services

Contract No. K-2627-36

July 20, 2026

Mr. Jason Olsen, Director
City of Norman Parks and Recreation
225 N. Webster Ave.
Norman, OK 73069

Mr. James Briggs, LLA
Park Development Manager
City of Norman Parks and Recreation
225 N. Webster Ave.
Norman, OK 73069

RE: Sooner Theatre Master Plan
Proposal for Master Planning Design Services (Revised 8.17.26)

Dear Jason and James

Beck Design is pleased to submit this proposal for Architectural Design Services for the **Sooner Theatre Improvements and Master Plan**.

PROJECT DESCRIPTION AND UNDERSTANDING

The City of Norman wishes to make several ADA improvements to the historic Sooner Theatre in downtown Norman. Accessibility improvements will benefit patrons, performers, and staff.

A building expansion to the west is anticipated. It would include a black box multipurpose performance space, new restrooms, accessibility upgrades, dressing rooms, a scene shop, and concession areas. Additional potential spaces include offices, rehearsal rooms, and workrooms.

Site improvements, interior renovations, and technology upgrades will also be included.

SCOPE OF SERVICES

The project goal is the creation of a **Master Plan** illustrating conceptual building addition floor plans, interior renovations to the existing Sooner Theatre and a conceptual cost estimate of all site and building improvements and additions as detailed below.

Conceptual Master Plan

The Design team will:

- We will review all available existing plans and drawings provided by the City of Norman related to the Sooner Theatre. These will form the basis of our Design Documents.
- We will review all available soil and survey data provided by the City of Norman related to recent projects in close proximity to this project.
- Attend programming meetings with the City and the project Steering Committee to develop the space program and understand the building requirements.
- Perform a preliminary code review and determine any regulatory requirements that could affect the design of the west addition.

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287 Park Avenue South, Suite 213
New York, New York 10010
917.522.1703

OKLAHOMA CITY
204 N Robinson Ave, Suite 2600
Oklahoma City, Oklahoma 73102
405.232.7007

TULSA
110 West 7th Street, Suite 710
Tulsa, Oklahoma 74119
918.583.5300



- Create a conceptual floor plan of all levels of the theatre and the addition.
- Retain the services of Civil, Structural, Mechanical, Electrical, Theatrical, and Acoustical engineers to provide design narratives and cost implications of the Work.
- Create a written project analysis and description that includes all design requirements, phasing, project goals, and technical attributes.
- Provide a conceptual cost estimate for all work documented in the project analysis.

PROJECT MEETINGS AND PRESENTATIONS

- Project kick-off meeting
 - Introductions and general discussion of project requirements and administration processes
- Meet with City Staff and Steering Committee
 - Programming meeting and conceptual design workshop
- Public Presentation of the conceptual plan
- Review of the overall Master Plan with the Steering Committee
- Present Master Plan to the Park Board
- Present Master Plan to the City Council

The Theatre consultant will attend an initial project meeting plus 2 additional meetings scheduled at the discretion of the City.

ASSUMPTIONS AND OWNER REQUIREMENTS

- Copies of any original drawings for the Sooner Theatre if available.
- The City will provide any available soil and survey data related to recent projects in the vicinity of this project.
- Test for hazardous materials as required. The Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous material or toxic substances in any form at the Project site.
- Documents for any prior renovations or improvements if available.
- Copies of City Contracts and engineering standards for review by the Project Team.

ANTICIPATED SCHEDULE

The schedule is based on timely reviews and begins with the Notice to Proceed. Any delay in the execution of the Contract has the potential to shift or delay the schedule.

- | | |
|---|------------|
| • Notice to Proceed (contract approval) | 8.24.2026 |
| • Project Kickoff | 8.31.2026 |
| • Meet with City Staff/Steering Committee | 9.8.2026 |
| • Public Presentation of conceptual plans | 10.5.2026 |
| • Master Plan review with Committee | 10.12.2026 |
| • Present Master Plan to Park Board | 11.5.2026 |
| • Present Plan to City Council | 11.10.2026 |

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918.583.5300



DELIVERABLES AND WORK PRODUCT

The Design Team shall provide the following:

- Conceptual Floor Plans with up to 2 revisions.
- We will produce a draft list of spaces and associated net square footages for spaces that are clearly new, like the black box and scene shop.
- Conceptual Site Plans
- Longitudinal section of the theatre (audience chamber and stage) showing options for the front of house and balcony rail lighting positions
- Using an orchestra level seating plan, we will show a sound mix/lighting position as well as any recommended adjustments to the current wheelchair seating accommodation.
- Phasing diagrams
- (2) photo-realistic renderings (views chosen by the Steering Committee)
- Written Project report describing all design narratives and project assumptions
- Conceptual Cost Estimate. The cost estimate will be high-level with probable costs based on square footages and projects of similar scope and character.
- (4) printed sets of the Master Plan documents will be provided as well as digital copies.

COMPENSATION

The compensation for professional services shall be: **\$92,000.**

This includes the work of the Architect, the Theatre consultant, the MEP engineer, the Structural engineer, the Acoustician and the Civil engineer. The Design team will develop the drawings to a level that will allow the development of a conceptual cost estimate.

An additional 10% contingency is suggested for changes or additional work above that which is described above. Contingency shall be **\$9,200.**

Fee Schedule: See Attachment A

ADDITIONAL SERVICES

If Additional Services, exceeding those listed above, are necessary and a scope of work can be clearly defined, a fixed fee will be submitted for approval. In the event the scope of work is undefined, following Owner approval, the work will be billed on an hourly basis. If additional site visits are required of the Theatre consultant, they will be compensated as an additional service.

If additional soil and survey data is required to complete the Conceptual Phase of the project, Beck will solicit costs and provide the Owner for approval.

REIMBURSABLE EXPENSES

Reimbursable expenses incurred by Beck Design and our consultants will be billed at a multiple of 1.10 times the expense and will include the following:

- Transportation to the project site and pre-authorized out-of-town travel expenses in connection with the Project

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- Expense of long-distance communications, reproductions, plots, courier and shipping fees, handling and delivery of Instruments of Service;
- Additional Renderings, models, mock-ups, and presentation materials prepared for and requested by the Owner;

Complete services will be billed monthly and are due and payable within 30 days of invoice date.

We look forward to working with the City of Norman and Sooner Theatre on this project. Thank you for the opportunity.

If you have any questions, please contact me.
Sincerely,

Casey Tarp AIA
Managing Partner, Beck Design

Accepted by: _____

Date: _____

Attachment A

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EXHIBIT B
Fee Schedule

TEAM MEMBER	FEE
Alvine Engineering (Mechanical and Electrical Engineering)	\$12,000
Kimley Horn (Civil Engineering)	\$8,000
Kirkegaard (Acoustical Engineer)	\$6,350
Fisher Dachs (Theatre consultant)	\$30,000
Walter P Moore (Structural Engineer)	\$7,000
Beck Design (Architectural Services)	\$28,650
Total Fee	\$92,000

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