

**File Attachments for Item:**

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1213-170: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CP&Y, INC. DBA STV INFRASTRUCTURE (STV), INCREASING THE CONTRACT AMOUNT BY \$58,184 FOR A REVISED CONTRACT AMOUNT OF \$955,957.56 FOR DESIGN OF A PEDESTRIAN CROSSING OF 36TH AVENUE N.W., FOR ACCESS TO RUBY GRANT PARK AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 1/23/2024

**REQUESTER:** Paul D'Andrea, Capital Projects Engineer

**PRESENTER:** Scott Sturtz, Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1213-170: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CP&Y, INC. DBA STV INFRASTRUCTURE (STV), INCREASING THE CONTRACT AMOUNT BY \$58,184 FOR A REVISED CONTRACT AMOUNT OF \$955,957.56 FOR DESIGN OF A PEDESTRIAN CROSSING OF 36TH AVENUE N.W., FOR ACCESS TO RUBY GRANT PARK AS OUTLINED IN THE STAFF REPORT.

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**BACKGROUND:**

On August 28, 2012, the citizens of Norman voted in favor of a Bond Issue to finance the local share of eight transportation/stormwater improvement projects. One of the eight 2012 bond projects is the 36th Avenue Northwest Bond Project between Tecumseh Road and Indian Hills Road (please see the attached location map showing the project boundaries).

On November 22, 2011, the Norman City Council approved Programming Resolution R-1112-64, requesting federal funds for the 36<sup>th</sup> Avenue Northwest Bond Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally-funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, estimated at \$11,500,000, and administration of the construction with the matching share from the City of Norman.

On April 9, 2013, City Council approved engineering services Contract K-1213-170 with the engineering firm of CP&Y in the amount of \$703,878.50 to design 36<sup>th</sup> Avenue Northwest Bond project from Tecumseh Road to Indian Hills Road.

On June 26, 2018, City Council approved Resolution R-1819-12 declaring the 36<sup>th</sup> Avenue Northwest Project a recoupment project.

Proposed improvements for the 36<sup>th</sup> Avenue Northwest Bond Project include:

1. Widen two miles of roadway from two lanes to four lanes
2. New traffic signals at 36<sup>th</sup> Avenue Northwest and Franklin Road and 36<sup>th</sup> Avenue Northwest and Indian Hills Road
3. Interconnect signals between Tecumseh Road and Indian Hills Road
4. Dedicated left turn lanes at All Saints Catholic School
5. Fifth lane north of Indian Hills Road to Market Place
6. Storm water improvements
7. Continuous sidewalks along both sides of the roadway with the 10 foot wide legacy trail from Tecumseh Road to Franklin Road on the east side
8. Bicycling facilities as listed in the Norman Bike Plan

On February 26, 2019, City Council approved Authorization for Expenditure One to Contract K-1314-102 with Smith-Roberts Land Services, Inc., for the 36<sup>th</sup> Avenue Northwest Bond Project – Phase 1, in the amount of \$54,324 for right-of-way acquisition services.

On May 28, 2019, City Council approved Amendment One to Contract K-1213-170 for engineering design of the 36<sup>th</sup> Avenue Northwest Widening Bond Project from Tecumseh Road to Market Place, with CP&Y, Inc., in the amount of \$193,895.

On February 11, 2020, City Council accepted the last of the easements from ten (10) parcels required for construction of Phase 1 of the project.

On October 13, 2020, City Council Awarded Contract K-2021-41 to W.E.B. Construction Inc., in the amount of \$184,684 for construction of the 36<sup>th</sup> Avenue NW Phase 1 Waterline Relocations project.

On August 10, 2021, City Council accepted the project with a final payment to W.E.B. Construction Inc., in the amount of \$182,409.50.

On March 8, 2022, City Council awarded Contract K-2122-86 to Matthews Trenching Co., Inc., in the amount of \$799,630 for construction of the 36<sup>th</sup> Avenue NW Phase 2 Waterline Relocation project.

On April 11, 2023, City Council approved Change Order One, in the amount of \$22,811, and Final Acceptance of Contract K-2122-86 with Matthews Trenching Co., Inc., for the construction of the 36<sup>th</sup> Avenue NW Phase 2 Waterline.

#### **DISCUSSION:**

Upon completion of the first phase of Ruby Grant Park at Franklin Road, and 36<sup>th</sup> Avenue NW, citizen groups as well as City Councilmembers expressed their desire for the City to add a signalized pedestrian crossing from the west side of 36<sup>th</sup> Avenue NW to the entrance of the new park.

Initially, the City intended to add this crossing to the Phase I plans for the 36<sup>th</sup> Avenue NW Widening 2012 Bond Project. However, that project's construction schedule has been pushed back while awaiting federal funding needed to construct the project. As a result of the delay,

City staff have been asked to move forward with construction of the signalized crossing ahead of the roadway widening project. This will require an amendment to the Design Contract with CP&Y, Inc. dba STV Infrastructure (STV), formerly CP&Y, to allow for a separate set of plans and a separate bidding phase for the standalone crossing project.

This smaller construction project will consist of a new pedestrian crosswalk and connections to adjacent sidewalk with a new High-Intensity Activated Crosswalk Beacon ("HAWK") to stop traffic when pedestrians want to cross 36<sup>th</sup> Avenue NW to get to Ruby Grant Park. This project will be designed to place the HAWK signal equipment in locations to accommodate both the current conditions as well as the future 36<sup>th</sup> Avenue NW widening project to the extent practical.

Staff expects completed plans by March 2024 and will bid the project in April 2024. There will be a delay getting the HAWK signal parts from the supplier, but construction should begin in summer 2024.

Furthermore, CP&Y, Inc., the engineering design firm for the 36<sup>th</sup> Avenue NW Widening project was recently purchased by the firm STV and is now operating under the name CP&Y, Inc. dba STV Infrastructure (STV). This amendment acknowledges the new d/b/a, specifying that it was for the contractor' marketing purposes only, and in no way alters the underlying contractual agreements between the parties.

Funding for this design amendment is available within the 36<sup>th</sup> Avenue NW Widening - Design (Project BP0197; Account 50595552-46201).

**RECOMMENDATION 1:**

Staff recommends approval of Amendment Two for the 36<sup>th</sup> Avenue NW Widening Project design contract, Contract K-1213-170 with CP&Y, Inc. dba STV Infrastructure (STV) in the amount of \$58,184.

**AMENDMENT NO. 2 TO THE CONTRACT NO. K-1213-170  
BETWEEN CITY OF NORMAN AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**36th Ave NW PROJECT**

This is an agreement made as of the 10<sup>th</sup> day of January, 2024 between the City of Norman (OWNER) and CP&Y, Inc. dba STV Infrastructure (STV) (ENGINEER) amending the Original Contract No. K-1213-170 dated May 24, 2013 between the said parties. OWNER intends to expand the design work beyond the scope of work included in the above said Original Contract. The following shall be considered as the additional work beyond the original scope.

- (a) Develop a PS&E set of plans to add a HAWK signal with pedestrian crossing near the entrance to Ruby Grant Park. The purpose of the project is to add a HAWK signal to the existing condition that will be compatible with the future project;
  - a. Title Sheet and ODOT specs
  - b. Summary of Pay Quantities and Notes (Roadway and Traffic)
  - c. Summary Sheets (Roadway and Traffic)
  - d. Erosion Control Plan
  - e. Plan Sheets (Roadway)
  - f. Pedestrian Ramp Details
  - g. HAWK Signal Plan
  - h. HAWK Signal Details
  - i. HAWK Signal Wiring Diagram
  - j. Traffic Control Design and Plans
  - k. Signing and Striping Plans
  - l. Quantities, Pay Items, Notes and Summaries
  - m. Cross Sections;
- (b) Additional Survey for existing Ruby Grant Park driveway entrance;
- (c) Assist the City in the Bidding Process;
- (d) Construction Services;
- (e) Additional Project Management oversight to include invoicing, internal design meetings and subconsultant coordination;

OWNER and ENGINEER in consideration of the mutual covenants herein agree to the following in respect to the performance of Professional Engineering Services and the payment for those services by OWNER as set forth below for the above described additional scope of work.

1. ENGINEER shall perform professional services as stated in Attachment A of the Original Contract for the additional scope of work described above.
2. For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional fee not to exceed fifty-eight thousand one hundred and eighty four and 00/100 dollars (\$58,184.00) based on the additional man-hours required to complete the work and as specified on the attached fee schedule (Attachments B).
3. All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.
4. ENGINEER company will hereafter be known as "CP&Y, Inc. dba STV Infrastructure (STV)". This name change is for ENGINEER's marketing purposes only. No change has occurred to the legal entity and ENGINEER shall provide the same benefits and have the same obligations as those set forth in the original contract, and any amendment thereto."

This Amendment No. 2 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-1213-170 dated May 24, 2013 which terms, covenants, and conditions are hereby reaffirmed and ratified.

K-1213-170

IN WITNESS WHEREOF. Owner and Engineer have executed this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Engineer

By: *R. H. H. H.*Title: Senior Vice PresidentDate: 1/10/2024

ATTEST:

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

ATTEST:

*Thomas W. Butler*  
Secretary

APPROVED as to form and legality this 17 day of January 2024.

*Elizabeth Luckole*  
City Attorney

Norman City Limits

Indian Hills Road

Franklin Road

APPROX. LOCATION OF  
PEDESTRIAN CROSSING

Ruby Grant  
Park

Tecumseh Road

36th Avenue NW

# 36th Avenue NW from Tecumseh to Indian Hills Road



Map Produced by the City of Norman  
Geographic Information System.  
(405) 366-5316  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



March 19, 2013

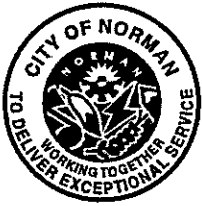
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○ New Traffic Signal

— Project Location

**File Attachments for Item:**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-126:  
BY AND BETWEEN THE CITY OF NORMAN, AND G&S SIGN SERVICES,  
INCREASING THE CONTRACT AMOUNT BY \$1,395, FOR A REVISED CONTRACT  
OF \$176,495, FOR THE WAYFINDING PHASE 2 PROJECT AND FINAL  
ACCEPTANCE OF THE PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/23/2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-126; BY AND BETWEEN THE CITY OF NORMAN, AND G&S SIGN SERVICES, INCREASING THE CONTRACT AMOUNT BY \$1,395, FOR A REVISED CONTRACT OF \$176,495, FOR THE WAYFINDING PHASE 2 PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

### BACKGROUND:

On May 9, 2023, City Council approved Contract K-2223-126 with G&S Sign Services in the amount of \$175,100, for the fabrication and installation of twenty-five signs making up the City of Norman's Wayfinding Phase 2 Project. Change Order 1 adjusted three destinations on each of three signs. One sign, when installed, had an incorrect arrow shown on the plans, and the other two signs added direction to the AWE Center (Adult Wellness and Education Center) at the request of the Norman Parks Department. The amount of Change Order 1 is \$1,395.00.

The Phase 2 Project included twenty-five signs to be installed along Robinson Street, Tecumseh Road, and Flood Avenue (a map showing the locations of all twenty-five signs is attached). All of the changes involved with Change Order 1 occurred on Signs 16, 17, and 19.

### DISCUSSION:

The contractor's Notice-to-Proceed was issued on May 10, 2023, and construction was completed, including those changes on Change Order 1, on December 22, 2023. Final inspections for each sign were conducted as construction progressed. These inspections were conducted by staff of the City of Norman. All work was in conformance with the construction specifications and City standards.

One of the signs (Sign No. 19 on Robinson Street west of 12th Avenue NE) had an incorrect arrow for County Fairgrounds shown on the plans and was installed according to the plan. This incorrect arrow was corrected post-installation. Signs 16 and 17 are located in advance of Findlay Avenue in either direction of Robinson Street. The Norman Parks Department requested signing for the Adult Wellness and Education Center. These two signs were modified by swapping Sutton Wilderness Park for AWE Center on Sign 16 and Westheimer Airport for AWE

Center on Sign 17 post-installation. Change Order 1, which is attached, in the amount of \$1,395, increases the total contract amount to \$176,495.

The Lindsey Street/Municipal Complex Wayfinding projects (and all succeeding Wayfinding Phases) are accounted for under a project with the same name (TR0114, 50596611-46101). This account was allocated an additional construction balance of \$180,000; more than sufficient to cover the \$175,000 of the original bid plus the \$1,395 Change Order 1 costs.

**RECOMMENDATION:**

Staff recommends approval of Change Order 1 to Contract K-2223-126 with G&S Sign Services in the amount of \$1,395 resulting in a final contract amount of \$176,495.

**CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA**

**CHANGE ORDER NO.:** 1 **DATE:** December 29, 2023

**CONTRACT NO.:** K-2223-126 **SUBMITTED BY:** David R. Riesland

**PROJECT:** Wayfinding Phase 2 on Robinson Street, Tecumseh Road, and Flood Avenue

**CONTRACTOR:** G&S Sign Services  
(Name)  
1634 SE 23<sup>rd</sup> Street, Oklahoma City, OK 73129 (405) 604-3636  
(Mailing Address)

**Original Completion Date** Notice to Proceed 5/9/23

**Previous Completion Date** N/A **ORIGINAL CONTRACT AMOUNT** \$175,100.00

**Contract time remains unchanged (60 calendar days).**  
**Revised total is 60 calendar days.**

**New Completion Date** December, 2023 **PRESENT CONTRACT AMOUNT** \$175,100.00

| DESCRIPTION             | DECREASE | INCREASE   |
|-------------------------|----------|------------|
| See change order detail | \$0.00   | \$1,395.00 |

**NET CHANGE**

\$ 1,395.00

**REVISED CONTRACT AMOUNT**

\$ 176,495.00

**CONTRACTOR:** 

**DATE:** 1-5-2024

**ARCHITECT / ENGINEER:** 

**DATE:** 1-4-2024

**CITY ATTORNEY:** 

**DATE:** 1/18/24

**ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(Mayor)

**CHANGE ORDER DETAIL  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA**

**Project Name** Wayfinding Phase 2 (Robinson, Tecumseh, & Flood) **Design Engineer:** Kimley-Horn  
**Address / Phone:** 14101 Wireless Way, Bldg A, Suite 150, Oklahoma City, OK 73134 / (405) 438-0356

**Project Account No.** 50596611-46101 (Wayfinding Phase 1 Construction – Project No. TR0014)

**Contract No.** K-2223-126

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.
- G. All change orders shall contain a unit price and total for each of the following items:
1. All materials with cost per item;
  2. Itemization of all labor with number of hours per operation and cost per hour;
  3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
  4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
  5. Profit for the contractor.
- H. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection G of this section.
- I. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

## DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1

**PROJECT NAME** Wayfinding Phase 2 (Robinson St, Tecumseh Rd, and Flood Ave)

Contract No. K-2223-126

| ITEM | DESCRIPTION   | DECREASE | INCREASE   |
|------|---|----------|------------|
| 1    | Replace vinyl on existing Supports to correct errors on the plans and to account for the new AWE Center on Findlay Ave south of Robinson St (Parks request) |          | \$1,395.00 |
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|      | TOTAL   | \$0.00   | \$1,395.00 |

Signatory NotarizationSTATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Darran Scott of the Kimley-Horn and Associates, Inc., its Landscape Architect, to me known to be the identical person(s) who executed the foregoing Norman Wayfinding Phase 2 on Robinson Street, Tecumseh Road, and Flood Avenue Change Order No. 1 and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 4<sup>th</sup> day of January, 2024.

My Commission Expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

Ryan L Noble

Signatory Notarization

STATE OF Oklahoma,  
COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Jim Gleason of the G&S Sign Services, LLC, its Owner/Operator to me known to be the identical person(s) who executed the foregoing Change Order Summary and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 5<sup>th</sup> day of January, 2023.

My Commission Expires: 9/12/2027

Notary Public:

Shannon M Hash





**File Attachments for Item:**

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-134: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ALLIANCE MAINTENANCE, INC., IN THE AMOUNT OF \$8,398 PER MONTH TO PROVIDE CUSTODIAL SERVICES FOR THE YOUNG FAMILY ATHLETIC CENTER.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 1/23/2024

**REQUESTER:** Lance Harper, Facilities and Construction Manager

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-134: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ALLIANCE MAINTENANCE, INC., IN THE AMOUNT OF \$8,398 PER MONTH TO PROVIDE CUSTODIAL SERVICES FOR THE YOUNG FAMILY ATHLETIC CENTER.

### BACKGROUND:

The Facility Maintenance Division's janitorial staff consists of two full-time employees, which are assigned daily duties involving supply chain deliveries, cleaning inspections, and cleaning needed areas on the main campus. As the City no longer employs staff members to perform custodial cleaning, the Facilities Maintenance Division has entered into month-to-month cleaning agreements with a custodial contractor.

On February 8, 2021, the Norman Municipal Authority approved Contract K-2021-97 with GE Johnson to build the Young Family Athletic Center (YFAC) at 2201 Trae Young Drive, Norman, OK. The project will be completed in March of 2024. The YFAC is a 130,000-square-foot building with a spacious nine-court basketball/volleyball gym, indoor competition and warm-up pool, meeting rooms, and access to a medical facility and physical therapy rooms.

### DISCUSSION:

Nine proposals to provide custodial services for the YFAC (RFP 2324-28), were received in the Parks and Recreation office on January 11, 2024, from the following cleaning contractors:

- |                               |                             |
|-------------------------------|-----------------------------|
| 1. Alliance Maintenance, Inc. | 6. Office Pride             |
| 2. Anago Cleaning service     | 7. R+K                      |
| 3. Capitol Cleaning           | 8. Office Express (DQ)      |
| 4. SourceOne cleaning         | 9. Unlimited Treasures (DQ) |
| 5. Goodwill Cleaning          |                             |

Proposals were reviewed and evaluated by the Parks and Facilities Division based on experience providing similar services, references, cost, and overall ability to deliver specified services. Office Express and Unlimited Treasures were disqualified for technical reasons.

Alliance Maintenance and Anago were the lowest bids, with a difference of \$698.07 per month cost. After evaluating each proposal, staff recommended the proposal submitted by Alliance Maintenance, Inc., the lowest bid price, as they met all the requirements in the Request for Proposal. Alliance Maintenance, Inc. is a full-service commercial janitorial cleaning company in Norman, Oklahoma, with branch offices in several other cities and states. Alliance Maintenance, Inc., is cleaning the Sooner Mall, BancFirst, and YMCA. References were checked and positive reviews for Alliance Maintenance, Inc., custodial services were provided.

The proposal submitted by Alliance Maintenance, Inc., includes a base fee of \$8,398 per month, which provides for fifty-three hours per week of porters and autonomous cleaning equipment, plus per-occurrence fees for deep cleaning of floors and windows. This amount only provides services for the City's portion of the YFAC and not the Norman Regional space. Funds are available in YFAC Misc. Contract Services account #24770412-44229.

If approved, the proposed contract will become effective March 1, 2024, and continue through December 31, 2024. The contract may be extended by mutual agreement for four (4) additional twelve (12) month periods provided sufficient appropriations are made by Council. Provided services are outlined in Exhibit A to the contract.

**RECOMMENDATION:** It is recommended that City Council approve Contract K-2324-134 to Alliance Maintenance, Inc., in the amount of \$8,398 per month (\$75,582 for the initial 9 month term, and \$100,776 for every 12 month term thereafter) to provide custodial services for the Young Family Athletic Center.

**AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES  
FOR THE CITY OF NORMAN YOUNG FAMILY ATHLETIC CENTER (YFAC)**

This Agreement is entered into between The City of Norman ("CITY") and Alliance Maintenance, Inc. ("Alliance") for the following reasons:

1. The CITY requires custodial services ("Services") for the City of Norman Young Family Athletic Center (YFAC) located at 2201 Trae Young Drive, Norman, Oklahoma 73071; and,
2. Alliance is prepared to provide the Services as outlined in the proposal submitted January 11<sup>th</sup>, 2024, as Exhibit "A" to this Agreement included herein and made a part hereof.

In consideration of the promises contained in this Agreement, CITY and Alliance agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the 1<sup>st</sup> day of March, 2024 and shall extend until January 1, 2025. The terms and provisions of this contract may be extended by mutual agreements of the parties for four (4) additional twelve (12) month periods unless the contract amount changes and only after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

**ARTICLE 3 - PERFORMANCE AND STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services, "Facility Nightly Cleaning Cost 7x per week with Autonomous Cleaning Equipment", providing for an average of fifty-three (53) hours per week for seven (7) days per week at a total price per month of \$8,398.00 for a total of \$100,776 over the requisite twelve (12) month contract period, and any additional per-occurrence fees for deep cleaning and day porter services, as needed and requested by CITY, as further described in Exhibit "A". The CITY will pay for the Services within thirty (30) days of receipt of a valid invoice. In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the goal.

**ARTICLE 4 - INDEMNIFICATION AND LIABILITY**

Indemnification. Alliance agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Alliance in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless Alliance, its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the CITY in the performance of Services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Alliance and the CITY each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be

furnished by Alliance shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to either party under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

#### ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Alliance shall maintain Worker's Compensation insurance in accordance with State Laws and Employer's Liability insurance in the following amount, pursuant to State Law:

- (a) Property Damage Liability.—Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for 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 twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of 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 occurrence or accident.

This insurance policies shall be issued by a company approved by the City of Norman. The CITY shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day's prior written notice to the CITY. Certificates of Insurance shall be delivered to the CITY prior to the commencement of the Agreement.

#### ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) day's written notice to the other party.

#### ARTICLE 7 – NOTICES

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

CITY: Lance Harper  
Facility and Construction Manager  
City of Norman P.O. Box 370  
Norman, OK 73070  
405-779-6525

Alliance: Colby Burress  
Area Manager  
2770 Washington Drive, Suite 110  
Norman, OK 73069  
405-863-3005

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of CITY and Alliance.

**ARTICLE 8 – DISPUTES**

In the event of a dispute between CITY and Alliance 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.

**ARTICLE 9 – NONDISCRIMINATION**

Alliance agrees that it, or any of its subcontractors, will not discriminate against any persons 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 10 – 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. Further, any waiver by either CITY or Alliance 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 further breach.

**ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS**

This Agreement, including Exhibit "A", the proposal submitted by Alliance on January 11<sup>th</sup>, 2024, incorporated herein by reference, represents the entire and integrated agreement between the CITY and Alliance. 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 12 – 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 13 – ASSIGNMENT**

Neither CITY nor Alliance shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**ARTICLE 14 – NO THIRD PARTY RIGHTS**

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

**ARTICLE 15 – BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

K-2324-134

IN WITNESS WHEREOF, the CITY and Alliance have executed this Agreement,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

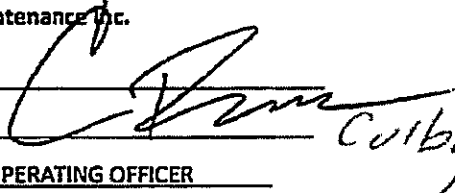
The City of Norman:

Signature: \_\_\_\_\_  
MayorAttest: \_\_\_\_\_  
City ClerkApproved as to form and legality this 19 day of January 2024  
City Attorney

Alliance Maintenance Inc.

Signature: \_\_\_\_\_

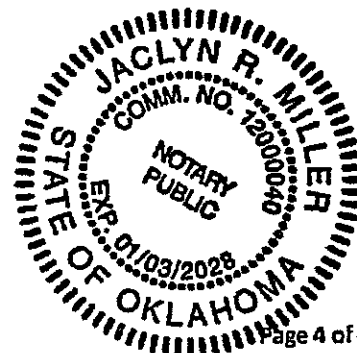
Name: \_\_\_\_\_

Title: CHIEF OPERATING OFFICER  
Colby BurrellSTATE OF OKLAHOMA SS: COUNTY OF Cleveland

Before me, the undersigned, a Notary Public in and for said County and State, On this 19 day of January 2024, personally appeared Colby Burrell to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: \_\_\_\_\_

My commission: 12600040

Page 4 of 4

## EXHIBIT A

### Facility Nightly Cleaning Cost 7x per week

With Autonomous Cleaning Equipment Plan

Monthly Cost: \$6399/month

Without Autonomous Cleaning Equipment Plan

Monthly Cost: \$8225/month

Weekend Day Porter (8hrs 2x per week for Tournaments)

Monthly Cost: \$1999/month

#### Summary Total with Autonomous Cleaning Equipment

★ \$8398/month

\*Average of 53 hours per week (7.57hrs per night) \*does not include weekend Day Porter Hours

\*Alliance recommends possibility of 2<sup>nd</sup> Day Porter available for 4hours if long tournament days extend over 8 hours.

\*50% of the labor hours will be focused on higher level maintenance of Locker rooms and restrooms

\*Non-Autonomous heavy labor outside of LRs and RRs will be entries, gym seating areas, all common area edges and seating/high touch points.

\*3-4 employees per night during weeknights

\*4-5 employees per night on weekends with heavy tournament loads

\*scrubber equipment (small footprint) will be provided by alliance to keep regular maintenance in LR and RR floors. (this is essential for floor upkeep with the traffic this facility will experience.)

\*monthly inspection reports will be sent to Facility Manager after walk through

\*all tickets and summaries will be sent to Facility Manager for resolution confirmation

#### Summary Total without Autonomous Cleaning Equipment

\$10,224/month

\*Average of 69 hours per week (9.58hrs per night) \*does not include weekend Day Porter Hours

\*Alliance recommends possibility of 2<sup>nd</sup> Day Porter available for 4hours if long tournament days extend over 8 hours.

\*50% of the labor hours will be focused on higher level maintenance of Locker rooms and restrooms

\*Non-Autonomous heavy labor outside of LRs and RRs will be entries, gym seating areas, all common area edges and seating/high touch points.

\*4-5 employees per night during weeknights

\*5-6 employees per night on weekends with heavy tournament loads

\*scrubber equipment (small footprint) will be provided by alliance to keep regular maintenance in LR and RR floors. (this is essential for floor upkeep with the traffic this facility will experience.)

\*monthly inspection reports will be sent to Facility Manager after walk through

\*all tickets and summaries will be sent to Facility Manager for resolution confirmation

**Exhibit D**

**NOTE:** RFP said Facility would be cleaned 7x per week. Facility Office 3-5x is applicable due to only being staffed 5x per week. All other areas open 7x per week will be priced.

**Facility Office and Front Desk Area – Monthly Cost**

3x week: \$270/month 0.75 hours per clean average

5x week: \$300/month 0.5 hours per clean average

**Aquatics Pool Seating and Locker Room Area – Monthly Cost**

5x per week Price: N/A according to RFP

6x per week Price: N/A according to RFP

7x per week Price: \$2500/month 3 hours per clean average

**Vestibules and Common Areas – Monthly Cost**

5x per week Price: N/A according to RFP

6x per week Price: N/A according to RFP

7x per week Price: \$2200/month 2.5 hours per clean average (with Autonomous equipment)

7x per week Price: \$2500/month 3 hours per clean average (with manual labor equipment)

**Multi Sport Gym and Seating Area – Monthly Cost**

5x per week Price: N/A according to RFP

6x per week Price: N/A according to RFP

7x per week Price: \$650/month 0.75 hours per clean average (with Autonomous equipment)

7x per week Price: \$2300/month 2.75 hours per clean average (with manual labor equipment)

**NOTE:** Alliance Maintenance has been testing and evaluating Autonomous Robotic Equipment periodically the last 3 years. The technology is rapidly growing and becoming more dependable. IF The YFAC/City of Norman would like to use the Autonomous option if Alliance is selected we would have an Equipment Fee for the equipment purchase.

**Not Listed – In Total Price**

**Miscellaneous Management and Oversight: Training, Specialty Clean needed to perform, Equipment audits and Rotational Cleaning Task.**

7x per week Price: \$625/month 0.75 hours per clean average

**Day Porter Options**

**8 hour Day Porter; 5x per week – Monthly Cost**

Rate: \$25.81/hr

Total Price: \$4480/month

**8 hour Day Porter; 4x per week – Monthly Cost**

Rate: \$27.43/hr

Total Price: \$3810/month

**8 hour Day Porter; 2x per week – Monthly Cost**

Rate: \$27.43/hr

Total Price: \$1905/month

**4 hour Day Porter; 3x per week – Monthly Cost**

Rate: \$28/hr

Total Price: \$1459/month

**4 hour Day Porter; 2x per week – Monthly Cost**

Rate: \$28/hr

Total Price: \$973/month

**4 hour Day Porter; 1x per week – Monthly Cost**

Rate: \$28/hr

Total Price: \$487/month

**Pressure Washing****All Entry Sidewalks from the parking lot to the main entry doors of the facility.**

Rate:

Total Price Per Occurrence: \$350 per occurrence

**Carpet Cleaning****Facility Offices and common area offices/rooms**

Rate:

Total Price of all carpeted space per occurrence: \$395 per occurrence

**Interior Window and Glass Washing****Inside of External Windows and Interior Glass in Vestibules, Court Space Glass (both sides) and****Aquatics Center Glass**

Rate: \$290/month value

Total Price Per Occurrence: Included in monthly cleaning plan (no additional charge)

\*Alliance recommends Monthly Occurrence. Alliance will clean inside and out of doors nightly and police these glass and window sections between monthly cleans.

**Exterior Window Washing****All Exterior Windows/Glass**

Rate:

Total Price Per Occurrence: \$400 Quarterly OR \$133.33 monthly

\*Alliance recommends this to be scheduled Quarterly

**Concrete Polishing and Refinishing****Concrete Polishing Maintenance (if needed)**

Rate Per Foot: \$2.50 per sq ft

Total Price (if all common space refinished): \$27,500 per occurrence (should only ever have to be one time if it got to that point) New technology allows much more manageable and efficient floor repair with new floor sealants \*3M Stoneguard Floor Protectant allows spot repair saving the burden of complete refinish cost in the future, so that is worst case scenario re-investment for future concrete polishing maintenance line items.

\*give price based on IF it was needed to repair an etching (damaged) portion of the finished concrete

Minimum Trip Repair Cost: \*IF has 3M Sealant on the floor the Minimum trip cost would be \$595

\*under current condition would need to know the Densifier/Sealant Concrete Company used to seal the floor.

**Emergency Response****Daytime Emergency Cleaning Support – if needed**

Rate Per Hour: \$35/hr

Minimum Per Occurrence/Request: \$95 per trip

**Spraying Disinfectant Treatment**

Spraying Non-Toxic non-corrosive disinfectant spray EPA approved for all surfaces

Rate:

Total Price Per Occurrence: \$195 minimum per trip

**RFP-2324-37****General Information:****Exhibit B: Cleaning Plans****Equipment Used**

**Hospital Grade Microfiber** – Color Coded for cleaning task and area to reduce risk of cross-contamination \*pictured with infographics

**Microfiber Mopping System** – Eliminates contaminating clean neutral cleaner or germicidal floor cleaning solutions. \*pictured with infographics

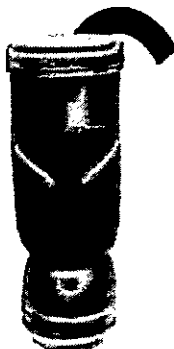
**Commercial Grade Vac with HEPA Filters**

**Commercial Vacuum Options**

Orack Corded  
Upright Vac



HEPA Corded  
BackPack Vac



HEPA Battery  
BackPack Vac



**Floor Scrubber Machines** for tight quarter maintenance in LRs, RRs, and around furniture.

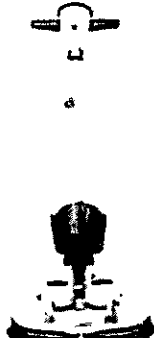
\*possible Autonomous Scrubbers or Vac but would need to be priced per request

**Commercial Scrubber Options**

CSS Micro Scrubber



Imop



Tornado BR 16



**RFP Requirements: Company Processes and Accomplishments****CUSTODIAL PERSONNEL:**

We employ W-2 workers who undergo a thorough onboarding procedure through our payroll partner, Paycom. As part of this process, each candidate must successfully pass a comprehensive background check conducted by the Building Services Contractor Association Industry (BSCAI). This nationwide background check also includes a National Sex Offender Registry search. The results of these checks are securely stored in their employee files, ensuring full compliance with all regulatory requirements.

Furthermore, the final step in our onboarding process involves processing each employee through E-Verify, which adds an extra layer of verification and compliance to our hiring procedures. We take these measures seriously to maintain the highest standards of safety, security, and legal compliance for our team and clients alike.

**INSPECTIONS:**

In 2016, we invested in quality control software to enhance our service. Prior to its implementation, our Annual Account Retention rate in the OKC market stood at approximately 74%, surpassing the national average for our customer base. However, within just one year of using this software, our Annual Account Retention rate skyrocketed to 92%. As of this year, we've achieved an impressive 94.1% retention rate. We won the 2023 Account Retention Champion for all of Alliance Maintenance Management Teams out of all of our combined markets.

Our inspection software is highly customizable to meet your facility's unique needs. For instance, it allows us to create tailored inspection templates, even for areas with similar cleaning tasks, such as sinks and toilets. By segmenting these areas, we can pinpoint specific issues and quickly identify responsible staff members, nights, or equipment discrepancies.

Moreover, our system enables customers to report cleaning concerns either through direct calls or emails, which are promptly addressed by our Operations Managers. They can assign tasks to Night Leads for resolution or provide retraining if necessary. With this software, we generate insightful reports, offering summary views of your facility's inspection scores and ticket resolutions on a quarterly, semi-annual, or annual basis. This data empowers us to continuously improve and maintain a clean and trusted environment for our valued clients. Confidence in our service is built on transparency and effective issue resolution, and our software provides the tools to deliver on that promise.

**Experience Providing Similar Services:**

Since 2014, we've excelled in cleaning athletic facilities. Our standout performance at a professional basketball organization's minor league training facility led to us managing all their game day preparations and post-event cleanups.

Moreover, we currently maintain another facility, covering workout areas, courts, locker rooms, offices, and activity rooms, providing daily cleaning.

Our proven track record showcases our expertise and commitment to excellence. Choose us for top-notch cleaning tailored to athletic facilities' unique needs.

**References:**

1. Michelle Ratcliff  
BancFirst  
Senior Vice President  
Human Resources Manager  
405-218-4661  
[michelle.ratcliff@bancfirst.bank](mailto:michelle.ratcliff@bancfirst.bank)  
Current Customer and a contact for Edmond and Oklahoma City market (14) locations cleaned and secured for the past 10 years.
2. George Sylvester  
YMCA  
Facility Manager  
405-364-9622  
Took over cleaning contract 1 year ago and drastically improved cleanliness of facility.
3. Derick Colwell  
General Manager  
Sooner Fashion Mall  
405-544-7739  
[derick.colwell@bpretail.com](mailto:derick.colwell@bpretail.com)  
Provide project cleaning work and cleaning consulting and feedback since 2018
4. Elizabeth Wilson  
Jasco  
Facility Manager  
405-905-5154  
[ewilson@bjasco.com](mailto:ewilson@bjasco.com)  
Over 100k square feet of Corporate Office, Manufacturer and Distribution facilities  
Current Customer of 7 plus years

**Quality**

Quality extends beyond cleaning; it's about our ability to swiftly resolve issues and provide exceptional customer service. Our proven systems demonstrate that we not only deliver top-notch cleaning but also excel in problem-solving, building trust, and nurturing long-term, prosperous relationships. With us, your building won't just be clean; it will be expertly managed, allowing your Facility Manager to focus on other critical aspects of their role. We prioritize quality in every aspect to ensure everyone wins.

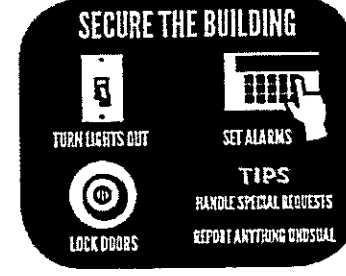
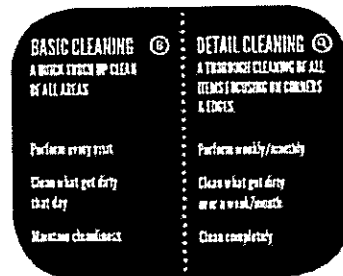
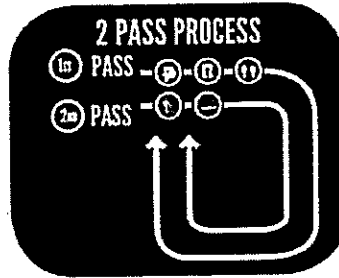
**Overall Ability to Provide Specialized Service:**

With over 11 years of experience in managing Oklahoma City market teams and Alliance Maintenance's 40-year history originating in Norman, Alliance has expanded its reach. We now have Operations Teams in multiple cities, including Kansas City, Wichita, Tulsa, Stillwater, Springfield, NW Arkansas, Tampa Bay, and Dallas.

In our major markets, we offer a comprehensive range of services, including cleaning, floor care, window care, technology savings solutions, efficiency consultations leading to cost savings, and problem-solving expertise. Our approach centers on delivering exceptional work and expressing gratitude for the opportunity. Rest assured, we have the capability to provide YFAC with the specialized service your facility requires.

**CLEANING PROCESS AND PROCEDURE:**

For the following 'Process and Procedure' of the task below we provide the fundamental information in a classroom training and applied in the field training while following along via our infographics. They will be included for each topic where applicable.

**Overview****THE CLEANING SYSTEM**

## EQUIPMENT & SUPPLIES

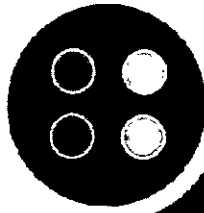


### LIST OF EQUIPMENT

1. BUCKET W/ WHEELS (44 GALLON)
2. WET FLOOR SIGNS
3. GLOVES AND BOOTS
4. CAJOLY
5. SPRAY BOTTLE W/ DISINFECTANT CLEANER
6. SPRAY BOTTLE W/ GLASS CLEANER
7. SPRAY BOTTLE W/ STAINLESS STEEL POLISH
8. FOAM CLEANER
9. FOAMY SOAP
10. FLEX WAVE DUSTER
11. MICROFIBER TOWELS (PINK, YELLOW, GREEN, BLUE)
12. CAN LINERS (15 GALLON X 10.55 OR GALLON)
13. STICKABLE STUFF
14. TRIPLE PAPER
15. TAPER TOWELS
16. HAND SOAP
17. BACKPACKER JACKET WITH TOOLS
18. MICROFIBER MOPPING SYSTEM
19. NEUTRAL FLOOR CLEANER
20. INFUSING CUP
21. MICROFIBER WALL WASHING SYSTEM



ALWAYS WEAR YOUR ALLIANCE SHIRT WHEN WORKING IN YOUR BUILDING.



### CLEANING WITH MICROFIBER

#### 5 FACTS ON MICROFIBER

1. MICROFIBER IS 100% POLYESTER
2. THE SMALLER THE FIBER, THE MORE THE SURFACE IT COVERS
3. MICROFIBER CLOTHS CLEAN BETTER THAN COTTON CLOTHS IN HALF THE TIME
4. MICROFIBER REMOVES 95% OF BACTERIA FROM A SURFACE
5. MICROFIBER CAN BE REUSED 100 TIMES

#### CHOOSE COLOR CODE SYSTEM FOR MICROFIBER CLOTHS

- POLYESTER
- POLYESTER/SPUNBOND
- POLYESTER/SPUNBOND
- POLYESTER/SPUNBOND



### JANITOR'S CLOSET

#### MOTTO ALWAYS CLEAN, ALWAYS ORGANIZED

#### HOW TO ORGANIZE

- 1. Group items in same closet
- 2. All items in closet should be organized
- 3. Store items in same place
- 4. Use labels on all items
- 5. Use labels on all items

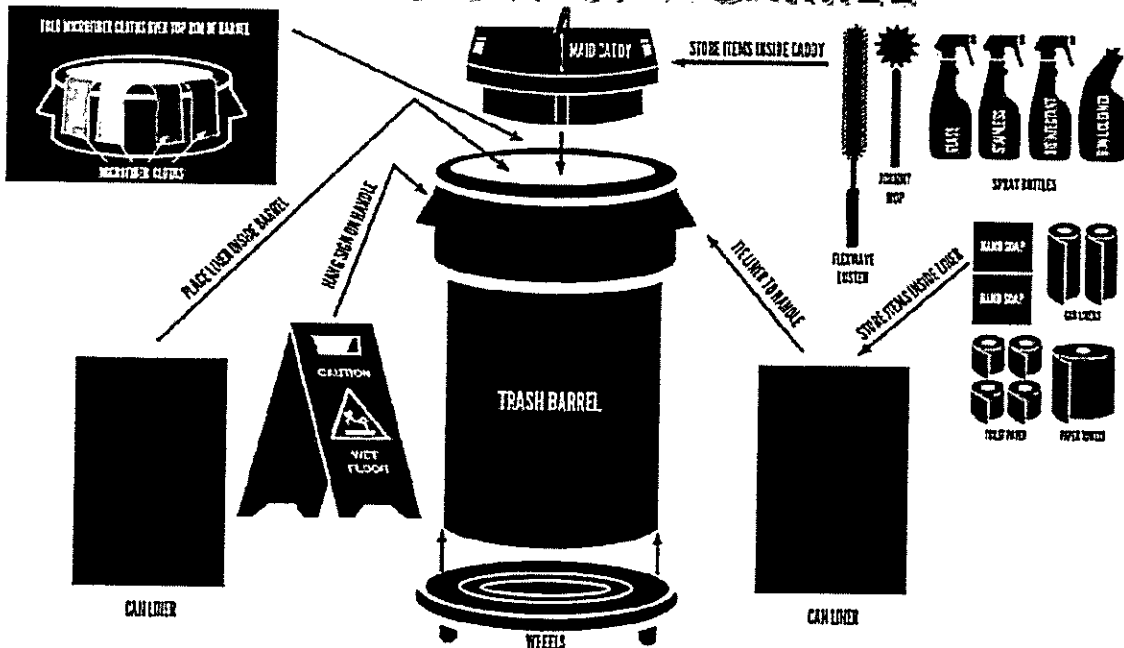
#### DILUTION

#### TWO TYPES OF DILUTION

1. READY TO USE (RTU) - No Mixing Required
2. CONCENTRATE - Mixing Required (Label instructions)
3. READY TO USE

For more information, visit our website at [www.ally.com](http://www.ally.com)

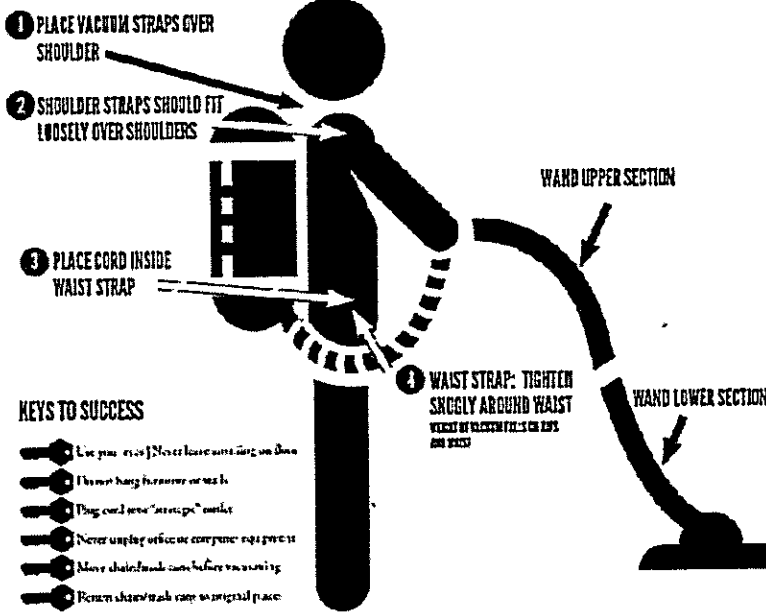
## HOW TO SET UP A BARREL



## Floor Vacuuming

# VACUUMING

### HOW TO WEAR THE BACKPACK VAC



#### KEYS TO SUCCESS

- Live your eyes (Never leave anything on floor)
- Do not hang from the vacuum or use it
- Do not use "wet" or "dry" mode
- Never unplug or use on anyone's equipment
- Move chair/make sure before vacuuming
- Do not shake/make sure to original place

### HOW TO VACUUM

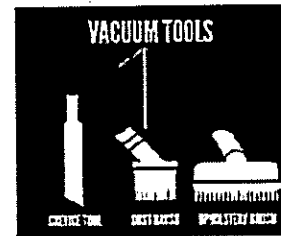
#### ALL VACUUMING PERFORMED WITHIN 2ND PASS

##### BASIC

Follow your cord on the floor. Within 10 feet of the vacuum, vacuum edges for and open area. Do not vacuum open area until you are in the area. Move to new area and DON'T TRIP on cord.

##### DETAIL

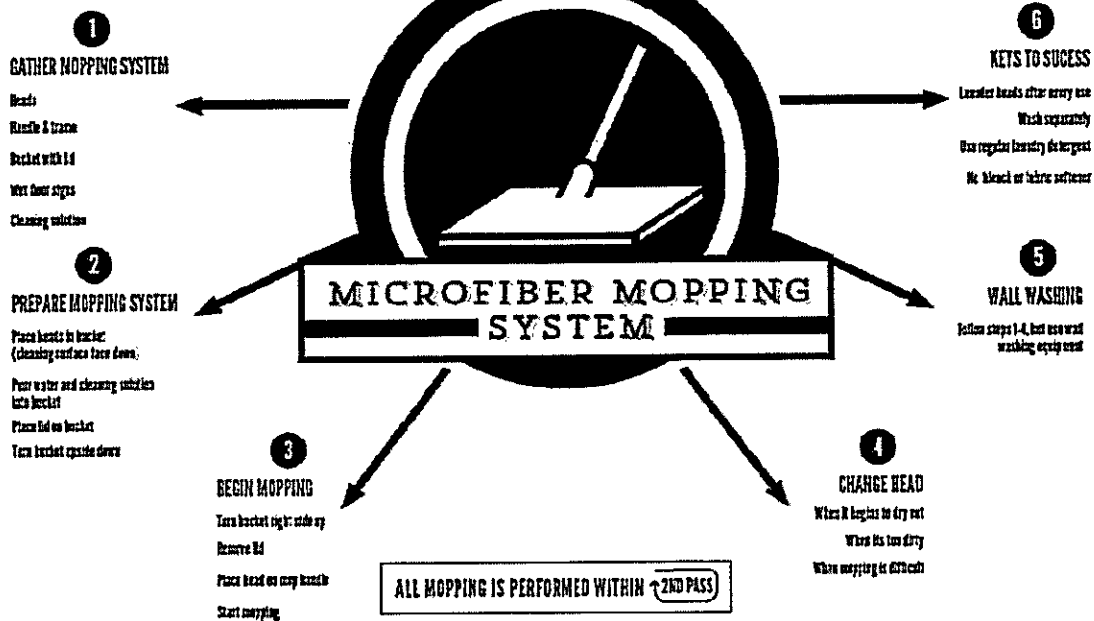
Do not leave vacuum on floor and do not open lid or dust canister. Vacuum under edges, under desks, behind and around base of door, walls.



REPLACE FILTER WHEN MORE THAN 1/3 FULL

## Mopping

# MOPPING



### Spray Buffing:

We have switched to pink 3M buffing pads and Purple Diamond 3M pads for some Concrete finishes. It is a dry buff and reduce the risk of a slip and fall.









### Floor Stripping and Re-waxing:

For VCT we have switched to a Green dry strip method of using a maroon stripper pad with just water. We can dry sand the floor with heavy high vibration equipment such as the Square Scrub machine OR we can dampen the floor and use the same method with square scrub or scrubbers to remove top coats and/or all coats down to the VCT. We use wax products from our supplier when needed to apply the re-finish.

### Restrooms and Locker Rooms

Commodes (toilets), Urinals, Wash Bowls (sinks), Toilet Room Cleaning, and Care of Dispensers.

## RESTROOM CLEANING

| EQUIPMENT & SUPPLIES   | BASIC CLEANING ①   | DETAIL CLEANING ②   |
|--|--|---|
| <p>Wet floor signs </p> <p>Trash barrel/cart </p> <p>Johnny mop </p> <p>Microfiber cloths </p> <p>Spray bottle w/ disinfectant cleaner </p> <p>Spray bottle w/ glass cleaner </p> <p>Bowl cleaner </p> | <p>..... 1ST PASS .....</p> <ol style="list-style-type: none"> <li>1 Set up wet floor signs</li> <li>2 Knock and shout "service"</li> <li>3 Stock toilet paper, paper towels, hand soap</li> <li>4 Spray mirrors with glass cleaner</li> <li>5 Spray sinks, countertops, toilets and urinals with disinfectant cleaner</li> <li>6 Empty trash</li> <li>7 Clean inside toilets and urinals with johnny mop</li> <li>8 Wipe pre-sprayed surfaces with cloth (pick the right color!)</li> <li>9 Spot clean partitions</li> <li>10 Pick up trash from floor</li> </ol> <p>..... 2ND PASS .....</p> <p>Mop floor with microfiber mopping system</p> | <p>..... 1ST PASS .....</p> <p>LOOK AT SCHEDULE AND PERFORM THE FOLLOWING TASKS AS REQUIRED</p> <ol style="list-style-type: none"> <li>1 DETAIL CLEAN TOILETS &amp; URINALS  <p>Wipe clean outside of toilets and urinals with red cloth</p> <p>Wipe clean inside of toilets and urinals with johnny mop and bowl cleaner</p> <p>Focus on hardware, base, behind toilet, underneath seat hinges and door area around base</p> </li> <li>2 WASH WALLS <p>Wash the walls &amp; partitions with wall washing system</p> <p>Clean high, then low (frush with handscrubs)</p> <p>For yellow cloth to most tops of partitions, open scratches, door handles</p> <p>Clean vents &amp; light fixtures with drywax brush</p> </li> <li>3 CLEAN MIRRORS, SINKS AND COUNTERTOPS <p>Clean entire mirror and focus on corners/edges</p> <p>Clean entire surface of sink and countertop (focus on corners, edges, backsplash, hardware and drain)</p> </li> </ol> <p>..... 2ND PASS .....</p> <p>Detail mop with focus on corners and edges</p> |

## Trash Removal

# TRASHING

### HOW TO TRASH ALL TRASHING IS PERFORMED WITHIN 1ST PASS

|   |  |  |
|---|--|--|
| <b>1 GET BARREL</b><br>  | <b>2 ROOM TO ROOM</b><br> <p style="font-size: small;">ROLL BARREL INSIDE EACH OFFICE WHEN TRASHING</p> | <b>3 EMPTY TRASH</b><br> <p style="font-size: small;">EMPTY TRASH INTO THE BARREL, RESEAL LID IF IN GOOD CONDITION</p>        |
| <b>4 REPLACE LINER</b><br><div style="display: flex; justify-content: space-around; font-size: x-small;"> <div>STEP 1<br/></div> <div>STEP 2<br/></div> </div> <p style="font-size: x-small;">REPLACE LINER (IF NECESSARY) TIE &amp; TUCK LID</p> | <b>5 RETURN TRASH CAN</b><br> <p style="font-size: small;">NEATLY RETURN TRASH CAN TO PROPER PLACE</p>  | <b>6 TRASH IN DUMPSTER</b><br> <p style="font-size: small;">WHEN BARREL IS FULL, ROLL TO DUMPSTER, AND PLACE TRASH INSIDE</p> |

### LIQUIDS

BE CAREFUL WHEN DEALING WITH LIQUIDS! THEY STAIN CARPET

ALWAYS STACK TRASH BARS ON CARPET (ONLY STACK ON TILE OR CONCRETE FLOORS)



IF CAN LINER IN BARREL IS FULL OF LIQUID, ROLL BARREL TO DUMPSTER AND EMPTY

WIPE DOWN TRASH CANS THAT HAVE CRACKS OR COKE ON THEM

### KEYS TO SUCCESS

PUT A WATER CAN LINED IN BACK OF ROOM BARREL AND WEIGH CUSTOMER TRASH CAN

WEIGH CAN & PUT TRASH CAN

DUMP TRASH & ROLL TRASH CAN TO DUMPSTER

TIE LID BEFORE TRASHING TO DUMPSTER

### Drinking Fountains

For Drinking Fountains we can use the site approved all purpose all surface disinfectant. We want to ensure it is compatible with drinking fountain surfaces (stainless steel safe)

### Training of the contractor staff

In the event we need a contractor staff we would seek immediate approval from City of Norman site contact for facilities.

We are partnered with a Large vetted window cleaning company who can also provide power washing. They can wear Alliance Maintenance Shirts on sites when needed for customers. Alliance Employees take care of nightly duties that involve basic maintenance cleaning of mirrors and glass. Our Monthly and Quarterly Window and Glass cleaning partner is used for detail monthly, quarterly, and annual details. They clean the glass of large downtown buildings and a professional basketball organization.

### Window Cleaning

See above for Contractor Staff

**Carpet Spot Cleaning and Stain Removal (Complete spotting kits supplied by carpet manufacturers are preferred.)**

We have a method of trying the 'simplest first.' 90% of small spots come up with a clean hospital grade microfiber cloth and water. We then move to a safe approved (by flooring manufacturer) cleaner for the carpet and microfiber. If that still doesn't work we will move towards specialized carpet equipment for extraction or steam.

#9061835

Burrell Maintenance, LLC

Location:

Inspector:

Colby Burrell

Completed:

2023-03-21 2:16pm

Score:

92%

| Line Item   | Rating        | Score |
|---|---------------|-------|
| Main Entry Front Lobby  |               |       |
| Waiting Area  | Good "B"      | 80%   |
| ☐ Check under chairs more frequently and spot clean badge reader/intercom |               |       |
| Front Desk Check In Workspace   | Excellent "A" | 100%  |
| Floors  | Excellent "A" | 100%  |
| Trash Emptied   | Excellent "A" | 100%  |
| Air Supply Vents/Returns  | Good "B"      | 80%   |
| ☐ Clean by next weekend   |               |       |
| Baseboards and Trim   | Excellent "A" | 100%  |
| ☐ Looks just completed.   |               |       |
| Window sills  | Excellent "A" | 100%  |
| ☐ Keep an eye on Presidents office  |               |       |
| Entry RESTROOMS: Toilets  | Excellent "A" | 100%  |
| Entry RESTROOMS: Sink/Counters/Mirrors                                    | Excellent "A" | 100%  |
| ☐ Note the "supply/file room" restrooms by HR                             |               |       |
| General Notes and Comments for Main Entry                                 |               |       |
| 2nd Floor East Offices  |               |       |
| Desk & Partitions   | Excellent "A" | 100%  |
| Back Office Space   | Excellent "A" | 100%  |
| Floors  | Excellent "A" | 100%  |
| Trash Emptied   | Good "B"      | 80%   |
| Air Supply Vents  | Average "C"   | 60%   |
| ☐ Clean these up tonight please and verify with Ops Manager               |               |       |
| Baseboards and Trim   | Good "B"      | 80%   |
| 2nd Floor East RESTROOMS: Stock TP/PT/Soap                                | Good "B"      | 80%   |
| 2nd Floor East RESTROOMS: Toilets/Urinals                                 | Good "B"      | 80%   |
| 2nd Floor East RESTROOMS: Sink/Counters/Mirrors                           | Good "B"      | 80%   |
| General Notes And Comments  |               |       |

# **Burruss Maintenance, LLC** Inspection Summary

Location: [REDACTED]  
 Dates: Jul 15, 2022 - Feb 15, 2023  
 Inspector: All  
 Inspection Forms: All  
 Overall Score: 92% (10 Inspections)

| Inspection          | Location   | Score | Inspector    | Completed          |
|---------------------|------------|-------|--------------|--------------------|
| Alliance Inspection | [REDACTED] | 79%   | Greg Leavell | 2022-07-20 10:34am |
| Alliance Inspection | [REDACTED] | 96%   | Greg Leavell | 2022-07-25 9:49am  |
| Alliance Inspection | [REDACTED] | 81%   | Greg Leavell | 2022-09-19 1:31pm  |
| Alliance Inspection | [REDACTED] | 97%   | Greg Leavell | 2022-09-28 10:50am |
| Alliance Inspection | [REDACTED] | 95%   | Greg Leavell | 2022-10-19 1:51pm  |
| Alliance Inspection | [REDACTED] | 91%   | Greg Leavell | 2022-11-30 12:40pm |
| Alliance Inspection | [REDACTED] | 91%   | Greg Leavell | 2023-01-02 10:32am |
| Alliance Inspection | [REDACTED] | 99%   | Greg Leavell | 2023-01-23 2:41pm  |
| Alliance Inspection | [REDACTED] | 95%   | Greg Leavell | 2023-02-02 12:02pm |
| Alliance Inspection | [REDACTED] | 97%   | Greg Leavell | 2023-02-10 12:10pm |

## AFFIDAVIT OF NON-COLLUSION

STATE OF OKLAHOMA )COUNTY OF CLEVELAND )ss

COLBY BURGESS / NEIL BOYD, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

ALLIANCE MAINTENANCE, INC.  
Proposer

N. Burt  
By: CR

Subscribed and sworn to before me on this 11 day of January, 20 24

Jaclyn R. Miller  
My Commission Expires 1-3-28



**File Attachments for Item:**

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-88: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$900,000 FROM THE NORMAN FORWARD FUND BALANCE TO BE USED FOR FURNITURE AND EQUIPMENT PURCHASES FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC).



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 1/23/2024

**REQUESTER:** Jason Olsen, Director of Parks and Recreation

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-88: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY APPROPRIATING \$900,000 FROM THE NORMAN FORWARD FUND BALANCE TO BE USED FOR FURNITURE AND EQUIPMENT PURCHASES FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC).

### BACKGROUND:

In October 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over fifteen years. The Norman Forward Initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one extensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex will include eight full-sized basketball or twelve volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes.

Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the project's architectural and engineering (A/E) consultant in March 2018. The building and the project were named the Young Family Athletic Center ("YFAC") in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building. NRHS has committed a minimum of \$6.7 million through a contract approved by the City Council in June of 2023 (K-2122-99) towards constructing a human sports and performance clinic inside the YFAC called "N-Motion."

On February 9, 2021, the NMA/City Council approved Contract K-2021-97 with GE Johnson Construction Company to provide construction management at-risk (CMaR) services for the YFAC project. The initial contract amount of \$85,000 was approved to provide pre-construction

services, which included plan review, design assistance, bidding services, and value engineering. Through five amendments to the CMAA's contract, the total construction cost for the YFAC is \$42,011,304.

**DISCUSSION:**

The total approved project budget for the YFAC, including design/engineering and FF&E, is \$44,825,953 million. The project team has been closely tracking expenses. It has identified a projected \$650,000 budget shortfall due to a shortage of funding for Furniture, Fixtures, and Equipment (FF&E), an Outdoor Recreational Area, Additional Storage Space, and Sports Equipment. The deficit in funding can be attributed to numerous reasons, including unexpected construction costs, market fluctuation, floor protection for the size of the gym, and the City taking over operations of the YFAC.

To finalize the project and open the facility with appropriate FF&E, Storage, Outdoor Recreational Area, and Sporting Equipment, staff proposes allocating \$900,000 from the Norman Forward Fund balance (account 51-29000) to the YFAC Project Fund in the event item costs are higher than estimated. Any remaining funds will go back to the Norman Forward Fund Balance.

**RECOMMENDATION:**

Staff recommends adopting Resolution R-2324-88 to appropriate \$900,000 from the Norman Forward Fund balance (account 51-29000) to Norman Forward Young Family Athletic Project Fund, Construction (Account 51790601-46101; Project NFP110).

**Resolution**

R-2324-88

A RESOLUTION OF THE NORMAN MUNICIPAL  
AUTHORITY, APPROPRIATING \$900,000 FROM THE  
NORMAN FORWARD FUND BALANCE TO BE USED  
FOR FURNITURE AND EQUIPMENT PURCHASES FOR  
THE YOUNG FAMILY ATHLETIC CENTER (YFAC).

- § 1. WHEREAS, on February 9, 2021, the NMA/City Council approved Contract K-2021-97 with GE Johnson Construction Company for the YFAC project; and
- § 2. WHEREAS, the project team has been closely tracking expenses and has identified a \$650,000 budget shortfall due to the shortage of funding for furniture, fixtures, and equipment, an outdoor recreational area, additional storage space, and sports equipment; and
- § 3. WHEREAS, the deficit in funding can be attributed to unexpected construction costs, market fluctuation, floor protection for the size of the gym, and the City taking over the operations of the YFAC.

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN MUNICIPAL AUTHORITY:

- § 4. That the following appropriation be made for the reason as stated above:

| <u>Losing Account</u>                     | <u>Gaining Account</u>  | <u>Amount</u> |
|---|---|---------------|
| Norman Forward Fund<br>Balance (51-29000) | Norman Forward Young Family Athletic<br>Project Fund (51790601-46301; Project NFP110) | \$900,000     |

PASSED AND ADOPTED BY THE NORMAN MUNICIPAL AUTHORITY this \_\_\_\_\_ day of  
January, 2024.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary



**File Attachments for Item:**

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-112: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE ANDREWS PARK MASTER PLAN DEVELOPED BY COPELAND DESIGN COLLECTIVE.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 1/23/2024

**REQUESTER:** Jason Olsen, Director of Parks and Recreation

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-112: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE ANDREWS PARK MASTER PLAN DEVELOPED BY COPELAND DESIGN COLLECTIVE.

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### BACKGROUND:

The 2023-2024 Capital Improvement Plan included funding from the Community Park Land Development Fund for a project to hire a design consultant to create a Master Plan for Andrews Park in downtown Norman. Andrews Park is our oldest park, included in the first plat of Norman's original town site in 1889. It has served the community for over 100 years and includes WPA-Era structures such as the amphitheater, the old stone buildings, and the rock-lined channel that passes through the park's south edge. It is also home to sports courts, practice spaces, and more recent features, such as the first splash pad built in Norman in the early 2000s, the newly constructed Blake Baldwin Skatepark, and our most recent inclusive playground. There is a mixture of old and new walking trails and several mature trees, although several others were lost to the tornado that damaged the park in 2012. After decades of use and countless events, concerts, and festivals, staff has determined that it is time to plan for the next 100 years—starting with this design phase.

### DISCUSSION:

In June 2023, Request for Proposal RFP-2223-80 for Professional Design Services for the Andrews Park Master Plan was advertised in the Norman Transcript and on the City of Norman website. After interviewing the top five submitting firms, a contract was awarded to Copeland Design Collective, PLLC (CDC) from Oklahoma City in August 2023.

The CDC team is comprised of Copeland Design Collective (Landscape Architects from OKC) along with RDG Planning + Design (Planners recently hired for the Norman Comp Plan), Butzer Architects and Urbanism (Architecture firm that created the OKC Bombing Memorial and the Skydance Bridge at Scissortail Park, among several other local projects), and Garver Engineering for Civil Engineer services (including the engineer used for the skatepark mentioned above in Andrews Park).

The process of designing the park master plan involved a series of public input meetings, a steering committee comprised of local park user groups, and an intensive three-day design workshop held at the development center, where the team met with multiple city staff members from each Department to discuss how Andrews Park intersects with their daily operations. Another vital part of the planning process included getting current opinions of probable costs, funding sources, and a phasing plan. The phasing plan allows any parts of the plan that can be done shortly to be proposed as part of the annual budget and work plan for the Parks and Recreation staff or as part of any future program of park system improvements.

The work was completed in October and the final concept was presented to the Park Board in November and at a City Council Study Session in December. Based on the feedback received at those meetings and the last meeting with the project steering committee, the Andrews Park Master Plan is now being submitted for adoption by the City of Norman (attached). The project plan includes current costs and projections for cost increases, should the project be broken into a multi-year or future-year(s) proposal.

**RECOMMENDATION:** It is recommended by staff that City Council approve Resolution R-2324-112 to adopt the Andrews Park Master Plan as completed by Copeland Design Collective.

# Resolution

R-2324-112

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA,  
ADOPTING THE ANDREWS PARK MASTER PLAN DEVELOPED BY COPELAND  
DESIGN COLLECTIVE.

- § 1. WHEREAS, Andrews Park is Norman's oldest park, dating back to Norman's original town site in 1889; and
- § 2. WHEREAS, Andrews Park has served the community for over 100 years and includes several notable Works Progress Administration ("WPA") improvements including the amphitheater, stone buildings, and the rock-lined channel along the park's southern boundary; and
- § 3. WHEREAS, the City has made improvements to Andrews Park over the years, including sports courts, practice spaces, the City's first splash pad, and more recently the Blake Baldwin Skatepark and an inclusive playground; and
- § 4. WHEREAS, after countless festivals, events, and concerts, Staff proposed a new master plan for the park to serve the community for the years to come; and
- § 5. WHEREAS, the City Council awarded the design contract to Copeland Design Collective, PLLC ("CDC") in August 2023 and CDC has been working with staff and a steering committee, as well as seeking community input through a series of public input meetings, to develop a Master Plan for Andrews Park; and
- § 6. WHEREAS, CDC presented the Andrews Park Master Plan to City Council on December 5, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. THAT, the Andrews Park Master Plan developed by Copeland Design Collective be adopted and serve as a planning document for future improvements to Andrews Park.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



# ANDREWS PARK MASTER PLAN

1. NORMAN'S CERTIFIED ARBORETUM
2. WPA-INSPIRED GATEWAY
3. HISTORICAL WPA BATHHOUSE PLAZA
4. RAIN GARDENS
5. AMPHITHEATER BOTANICAL GARDEN
6. BOARDWALK
7. NEIGHBORHOOD COURT
8. 10' WIDE PROMENADE
9. ON STREET PARKING
10. GREAT LAWN
11. LAWN PAVILLION
12. LAWN SHADE ARBORS
13. PEDESTRIAN CROSSING
14. STAGE
15. STORAGE
16. PUBLIC RESTROOMS
17. PICNIC PROMENADE
18. GRAND ENTRY PLAZA
19. SPRAY JET PLAY COURT
20. POND
21. SISTER CITIES PLAZA
22. BLAKE BALDWIN SKATEPARK
23. SKATEPARK COVERED BLEACHERS
24. BASKETBALL COURTS
25. RENOVATED PLAYGROUND + TOT LOT
26. FOOD TRUCK COURT
27. WPA DRAINAGE CANAL AND BRIDGES
28. FISHING RIFER + PADDLE BOAT DOCK
29. EXISTING WPA GATEWAY



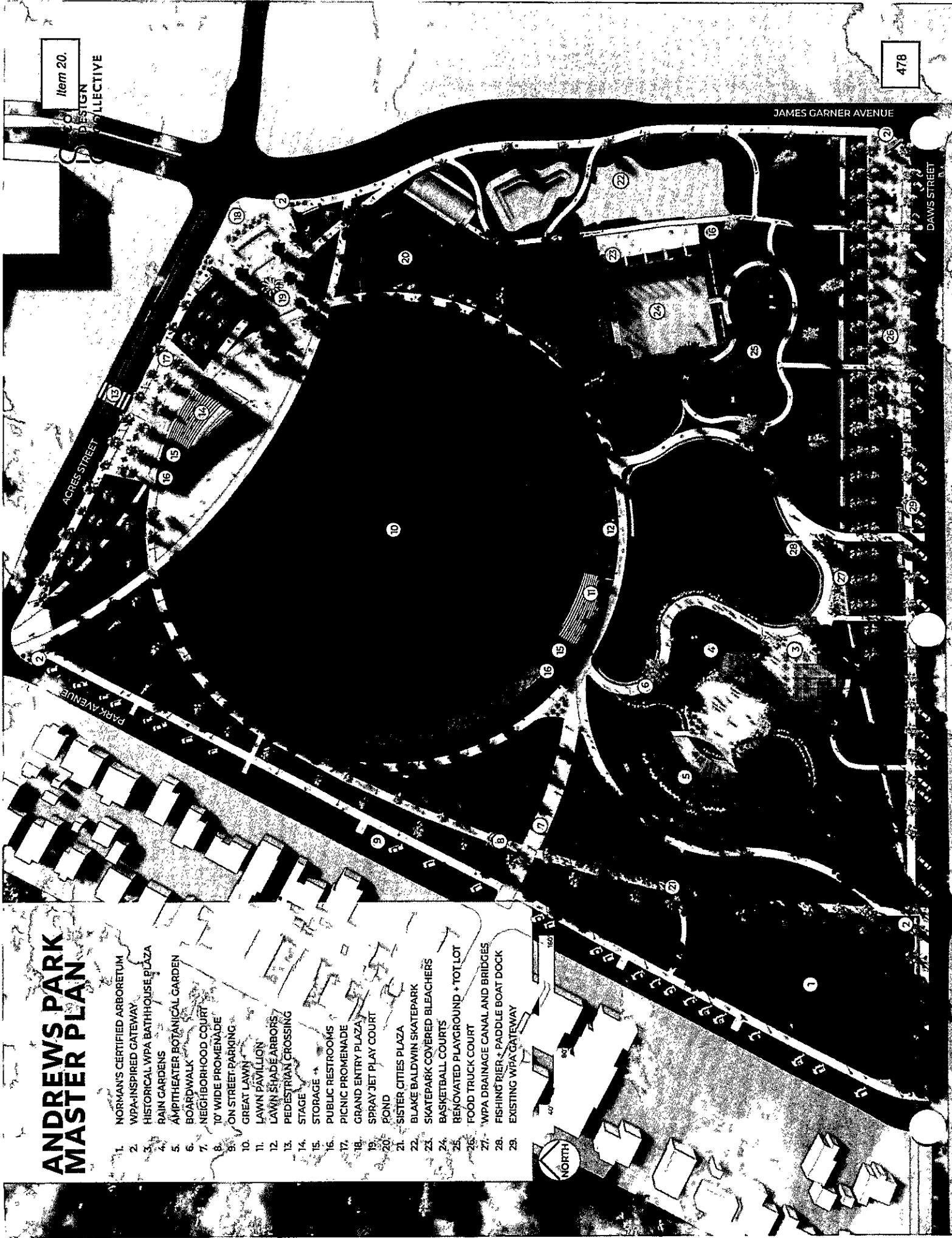
0 40 80 120 160

JAMES GARNER AVENUE

DAVIS STREET

Item 20.  
DESIGN  
COLLECTIVE

478



**File Attachments for Item:**

26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND HIGH FLYER HOLDINGS, INC., IN THE AMOUNT OF \$940,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 5451 HUETTNER DRIVE, PLUS CLOSING COSTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE TRANSACTION; AND APPROPRIATION OF GENERAL FUND BALANCE.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/23/24

**REQUESTER:** Anthony Purinton, Assistant City Attorney

**PRESENTER:** Anthony Purinton, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND HIGH FLYER HOLDINGS, INC., IN THE AMOUNT OF \$940,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 5451 HUETTNER DRIVE, PLUS CLOSING COSTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE TRANSACTION; AND APPROPRIATION OF GENERAL FUND BALANCE.

### **BACKGROUND:**

City Council has prioritized the identification and purchase of real property to house a permanent emergency overnight/day shelter. After the listing for this property was brought to the City's attention, City Council held an executive session to discuss the potential acquisition of the property on November 21, 2023 and again on December 19, 2023.

### **DISCUSSION:**

This undeveloped parcel of property is approximately 6.17 acres and fronts onto I-35. The property is listed for \$1 million dollars, but a purchase price of \$940,000 was negotiated, which reflects the appraised value of the property.

The property is currently zoned as a Planned Unit Development (PUD), but the City's intended use as an emergency overnight/day shelter would require rezoning on all but property zoned as municipal use. As this parcel is larger than necessary for its intended use, the City anticipates all remaining property not needed for shelter purposes could be put to a different use.

The terms of the purchase and sale agreement include a purchase price of \$940,000. An appropriation of General Fund Balance Account (10-29000) will be required to fund the purchase. Upon approval of the agreement, the City will transfer \$25,000 in earnest money to the closing company, which will be credited to the purchase price at closing. The City will have an inspection period of 60 days, which can be extended by the City for an additional 30 days, if needed. During this period, City can terminate the agreement without penalty for any reason. Closing costs are anticipated to be no more than \$5,000.

**RECOMMENDATION 1:**

Staff recommends that upon direction, City Council approve an appropriation of \$945,000 from the General Fund Balance (Account 10-29000) to 5451 Huettner Drive, Land (Project BG0093; Account 50193365-46001) to fund the purchase as outlined above.

**RECOMMENDATION 2:**

Staff recommends that upon direction, City Council approve Contract K-2324-124, the Purchase and Sale Agreement to purchase 5451 Huettner Drive for \$945,000 and authorize the City Manager or his designee to execute any documents on behalf of the City of Norman to finalize the purchase at closing.

K-2324-124

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and entered into by and between High Flyer Holdings, Inc, an Oklahoma corporation, hereinafter referred to as "Seller", and the City of Norman, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as referred to as "Buyer."

### **CONDITION PRECEDENT**

This Agreement shall not be effective or binding on Buyer until such time as this Agreement is duly adopted by the Council of the City of Norman and becomes effective, the "Effective Date". Upon the Effective Date, this Agreement shall be binding on Buyer and Seller in accordance with its terms.

If the Effective Date does not occur by February 28, 2024, Seller may terminate this Agreement upon written notice to Buyer.

1. **Sale Agreement.** Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the 6.19 acres of property described and/or depicted on Exhibit A hereto (the "***Land***"), situated at 5451 Huettner Dr, Norman, OK 73069 in Cleveland County, Oklahoma, together with all improvements thereon and all appurtenances thereunto belonging, all beneficial easements and other interests and rights of Seller which are appurtenances to the Land, including, but not limited to, all right, title, and interest, if any, of Seller in and to any land lying in any street, road, or avenue in front of, within, adjacent to, or adjoining the Land (collectively referred to herein as the "***Property***").
2. **Purchase Price.** Subject to the adjustments and prorations hereinafter described, the purchase price to be paid by Buyer to Seller for the Property is Nine Hundred Forty Thousand and no/100 Dollars (\$940,000.00) (the "***Purchase Price***") which Purchase Price shall be paid as follows:
  - 2.1 **Earnest Money.** Within three (3) days after the Effective Date, Buyer shall deposit Twenty-Five Thousand and no/100 Dollars (\$25,000.00) (the "***Earnest Money Deposit***") with First American Title, 480 24<sup>th</sup> Ave NW, Suite 106, Norman, OK 73069; Attention: Amy Jones (the "***Title Agent***"). Buyer shall be given credit toward the purchase price for the Earnest Money Deposit at Closing.
  - 2.2 **Balance at Closing.** The balance of the Purchase Price shall be paid to Seller by cashier's check or wired funds at Closing.
3. **Inspection Period and Contingency.** This Agreement and the obligation of Buyer to

K-2324-124

close are expressly made conditional upon Buyer's determination in Buyer's sole discretion that the Property is suitable for Buyer's purposes. In order to permit Buyer to make this determination, Seller agrees to permit Buyer and Buyer's representatives to have access to the Property to perform any and all inspections as Buyer shall require, including, but not limited to, geological soil tests, mechanical studies, environmental assessments, surveys and engineering studies, and property surveys. To the extent permitted by law, Buyer agrees to repair any damage caused by such testing and further agrees to indemnify and hold Seller harmless from any liability, claims or demands of any nature whatsoever arising out of the conduct of such tests; provided, however, Buyer shall not be required to indemnify Seller for any negligence or willful misconduct of Seller or for the mere discovery of existing conditions. An agent of Seller has the right to be present at any inspections. During this period, Buyer shall determine to Buyer's satisfaction:

- (a) Whether sufficient utility service will be available at the Property boundary line;
- (b) Whether the soil conditions of the Property are satisfactory;
- (c) Whether the drainage on the Property is satisfactory;
- (d) Whether there are portions of the Property that are not capable of usage, because of flood plain or wetlands restrictions;
- (e) Whether the applicable municipal ordinances or county requirements will permit the usage of the Property in the manner desired by Buyer;
- (f) Whether there are any Hazardous Materials on the Property;
- (g) Whether access to the Property is satisfactory; and
- (h) Whether there are any other conditions which will render the Property unsuitable for Buyer's purposes.

Buyer shall have Sixty (60) days from the Effective Date to determine if the Property is satisfactory (as the same may be extended, the "**Inspection Period**"). Buyer may extend the Inspection Period for an additional thirty (30) days upon written notice to Seller received by Seller prior to the expiration of the Inspection Period. Prior to the end of the Inspection Period, Buyer may terminate this agreement for any reason by notifying Seller in writing prior to the expiration of the Inspection Period, and this Agreement shall thereby terminate and the Earnest Money Deposit shall be refunded to Buyer. If Buyer does not terminate this Agreement during the Inspection Period, Buyer shall be deemed to have waived all objections to the condition of the Property, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

K-2324-124

4. **Title.**

4.1. **Title Commitment; Title Policy; Permitted Exceptions.** Within Twenty (20) days after the date hereof, Seller shall provide to Buyer a commitment (the "***Commitment***") for an owner's title insurance policy in the face amount of the Purchase Price ("***Title Policy***") covering the Property, issued by a national title insurance company, showing "title of record" to the Property to be in Seller. The Commitment covering the Property shall be in the amount of the Purchase Price and shall be accompanied by copies of all instruments creating exceptions, including easements, restrictions, reservations, rights-of-way or other conditions, if any, affecting the Property ("***Title Documents***") and shall show that Seller can convey good and marketable title to the Property to Buyer free and clear from all liens and encumbrances except for (a) easements, agreements and restrictions of record, (b) real estate taxes and installments of assessments not yet due and payable, (c) zoning ordinances, (d) liens or encumbrances to be cancelled or released by Seller at Closing. Items (b), (c) and (d), those easements, agreements and restrictions of record acceptable to Buyer, and State and Municipal building laws, ordinances and regulations, zoning laws, ordinances and resolutions, legal highways, and easements which would be identified by a survey are collectively referred to in this Agreement as the "***Permitted Exceptions***" in this Agreement.

4.2 **Objections to Title of Record.** Within fourteen (14) days after Buyer's receipt of the Commitment and Title Documents, Buyer shall furnish to Seller written notification of any objections to or defects in the title of record (the "***Title Objection Notice***"). Seller may elect to not remove any title matters other than liens and other financial encumbrances. If Seller fails to notify Buyer in writing within ten (10) days after Buyer's Title Objection Notice that Seller will cure title matters described in Buyer's Title Objection Notice, Seller will be deemed to have determined that Seller will not cure the matters in Buyer's Title Objection Notice, in which case Buyer may (i) terminate this Agreement and obtain the return of the Earnest Money Deposit; or (ii) waive the defects and proceed to Closing. If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived all objections furnished to Seller in the Title Objection Notice that Seller has not agreed to remove, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

5. **Warranties of Seller.** Seller represents, covenants, and warrants the following as of the date of this Agreement and as of the Closing Date:

5.1 **Ownership.** Seller is the owner of the Property and is authorized to enter into this

K-2324-124

Agreement.

- 5.2 **Validity of Documents.** This Agreement has been duly executed and delivered by Seller, and is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- 5.3 **Rights in Subject Property.** There are and will, on the date of closing, be no options, purchase contracts, leases or other agreements of any kind or nature, written or oral, whereunder or whereby any person has or could claim or assert any right, title or interest in any of the Property with the exception of the Leases, copies of which have been provided to Buyer. After the date hereof and for so long as this Agreement remains in effect, Seller shall not grant any leases, easements or rights of way in, on, over or across the Property without obtaining the prior written consent of Buyer.
- 5.4 **No pending litigation.** There is no pending litigation or expropriation proceedings in relation to the property.
6. **Time and Place of Closing.** Unless extended by written agreement, closing will occur on or before Thirty (30) days after the expiration of the Inspection Period, as the same may be extended (the "**Closing Date**") at the offices of the Title Agent.
7. **Seller's Deliveries at Closing.** At Closing Seller shall deliver or cause to be delivered to Buyer the following:
- 7.1 **Deed.** A duly executed and acknowledged Special Warranty Deed conveying to Buyer title of record to the Property subject only to the Permitted Exceptions.
- 7.2 **Affidavit of Nonforeign Status.** An Affidavit of Nonforeign Status, in form which complies with Section 1445 of the Internal Revenue Code of 1986, as amended, and/or all regulations relating thereto.
- 7.3 **Affidavit of Debts, Liens and Parties in Possession.** An affidavit executed by Seller in form acceptable to Buyer and the title insurance company to the effect that Property is free from claims, mechanic's, materialman's or labor liens.
- 7.4 **Possession.** Sole and exclusive possession of the Property, subject only to the Permitted Exceptions.
- 7.5 **Other Submissions.** Such other documents and papers as may be reasonably required by Buyer and the Title Agent in order to close this transaction.
- 7.6 **Title Insurance.** The Title Policy (or a pro forma commitment issued by a title insurer to issue the same dated through the date of the Closing and showing the Buyer as the fee simple owner of the Property) in the face amount of the Purchase

K-2324-124

Price, issued through the Title Agent, insuring good and marketable fee simple title in the name of the Buyer, subject only to the Permitted Exceptions and such standard exceptions as Seller cannot have deleted by affidavit as provided herein;

- 7.7 **Payment of Closing Costs.** In addition to any other amounts payable by Seller hereunder, Seller shall pay (i) the cost and expenses necessary to release any liens or encumbrances in order to convey the required title, (ii) all conveyance and transfer fees charged by the applicable governmental authorities, (iii) the cost of all search fees, copying costs, and one-half of the premium costs and related charges imposed by the Title Agent to issue an Title Policy, (iv) costs of the Title Agent customarily charged to sellers for commercial property closings in the City of Norman, Oklahoma, and (v) one-half of the charges of the Title Agent to complete the Closing.

8. **Buyer's Deliveries at Closing.** At closing Buyer shall deliver or cause to be delivered to Seller:

- 8.1 **Purchase Money.** Buyer shall cause the Title Agent to issue its check to the Seller in the amount due by Buyer in payment of the portion of the Purchase Price payable at Closing, and adjusted for any credits, pro-rations or other adjustments required under this Agreement or hereafter agreed upon by Buyer and Seller.
- 8.2 **Record Deed.** Cause the Deed to be recorded, duly complete all required real property transfer tax returns and cause all such returns to be delivered to the appropriate offices promptly after Closing.
- 8.3 **Other Documents.** Execute and deliver any other documents required by this Agreement to be delivered by Buyer.
- 8.4 **Payment of Closing Costs.** In addition to any other amounts payable by Buyer hereunder, Buyer shall pay (i) the costs to record the Deed and other conveyance instruments to be recorded at Closing, and (ii) the costs of the Title Policy in excess of the amount payable by Seller under this Agreement and the incremental cost, if any, for extended coverage, for any endorsements desired by Buyer, (iii) costs of the Title Agent customarily charged to buyers for commercial property closings in the City of Norman, Oklahoma, and (iv) one-half of the charges of the Title Agent to complete the Closing.

9. **Prorations.** All matured and unmatured special assessments and all Property taxes for years preceding the year of Closing, if any, shall be paid by Seller. All of such assessments and ad valorem taxes on the Property for the year of Closing shall be prorated between the parties to the Closing Date. Notwithstanding anything in this Agreement which may appear to the contrary, Seller shall be obligated to pay any rollback taxes and other assessments relating to any period prior to the Closing date, which obligation shall survive the Closing.

K-2324-124

10. **Eminent Domain.** In the event any eminent domain proceedings shall be commenced with respect to the Property prior to the Closing Date, or in the event Buyer shall be advised by any agency having eminent domain powers that a condemnation of all or any portion of the Property is contemplated, Buyer, at its option, may:
- (i) Terminate this Agreement, in which event the Earnest Money Deposit shall be refunded to Buyer and the parties shall be relieved of all obligations hereunder; or
  - (ii) Continue this Agreement in force, in which event any condemnation proceeds received by Seller prior to the Closing Date shall be paid over to Buyer on the Closing Date, and if Seller has not received any proceeds then Seller shall assign its rights to such proceeds to Buyer.
11. **Default.** If Buyer fails to close the sale of the Property, unless excused by a condition hereof, Seller may retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy, it being agreed that it would be impracticable or extremely difficult to assess the amount of damages to be sustained by Seller. If Seller fails to close or otherwise defaults under this Agreement, unless excused by a condition hereof, Buyer shall receive the Earnest Money Deposit, or Buyer may sue for specific performance.
12. **Miscellaneous.** It is further understood and agreed as follows:
- 12.1 **Time.** Time is of the essence of this Agreement.
- 12.2 **Notices.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person or sent by email, or by mail, registered or certified, return receipt requested, postage prepaid, or by Federal Express or other overnight delivery service providing evidence of receipt of delivery to the addresses as set forth below:
- As to Buyer: Darrel Pyle, City Manager  
201 West Gray  
Norman, OK 73070  
Phone: 405-366-5402  
[city\\_manager@normanok.gov](mailto:city_manager@normanok.gov)
- With a copy to: Kathryn Walker, City Attorney  
City of Norman, Oklahoma  
201 West Gray  
Norman, OK 73070  
  
Phone: 405-217-7700  
[City\\_Attorney@normanok.gov](mailto:City_Attorney@normanok.gov)

K-2324-124

As to Seller: Jason Nedrow  
Agent for Seller  
  
Phone: 405-922-2968  
[jason.nedrow@okhomesnow.net](mailto:jason.nedrow@okhomesnow.net)

With a copy to: John McHughes  
High Flyer Holdings, Inc  
Phone: 405-496-9495  
[john@gomallard.com](mailto:john@gomallard.com)

Any notice, demand or request that shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand delivered in person, or (ii) on the date the Federal Express or other overnight delivery service receipt was signed; or (iii) on the second day after the mailing of such notice, (iv) on the date sent if sent by email before 5:00 PM, otherwise on the next business day.

- 12.3 **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
- 12.4 **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the executors, administrators, successors, assigns, heirs and legal representatives of the parties hereto.
- 12.5 **Entire Agreement.** This instrument constitutes the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing, signed by the parties hereto.
- 12.6 **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 12.7 **Attorney's Fees.** In the event either party hereto files suit in order to enforce or interpret the terms and provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to the litigation.

K-2324-124

- 12.8 **Interpleader of Earnest Money Deposit.** In the event of a dispute between Buyer and Seller as to the proper disbursement of the Earnest Money Deposit or any other funds being held by the Title Agent as related to this Agreement, the parties hereby agree that the Title Agent shall have the unrestricted right to interplead such funds into a court of competent jurisdiction. The Title Agent shall be entitled to file any such interpleader action as necessary to allow for the Title Agent to remove itself from the controversy without charge, harm, expense, or fault to the Title Agent. The Title Agent may file such action pursuant to 12 O.S. § 2022, or other applicable authority. In the event that the Title Agent institutes any interpleader action to resolve a dispute between the parties as to funds held by the Title Agent, the parties agree to hold the Title Agent and its officers, employees, directors and agents harmless and to release the Title Agent and all such affiliated persons from any causes of action that Buyer or Seller may have against the Title Agent as it pertains to the dispute over the Earnest Money Deposit. In addition, the parties agree that the Title Agent shall be immediately discharged from of the interpleader action without fault or harm, and that the Title Agent shall be allowed to immediately obtain reimbursement for all accrued expenses involved in filing the interpleader action, including but not limited to attorneys fees, court costs and filing fees, with such reimbursement to be made from the funds interplead into court or from Buyer and/or Seller directly.
- 12.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

K-2324-124

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be duly executed as of the Effective Date.

Buyer: CITY OF NORMAN, OKLAHOMA,  
a municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

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

Reviewed as to form and legality this 9<sup>th</sup> day of Jan, 2024.

7  
\_\_\_\_\_  
City Attorney

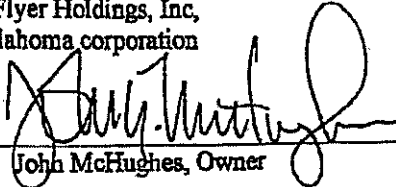
K-2324-124

IN WITNESS WHEREOF, the Seller has caused this Disposition and Development Agreement to be duly executed as of the Effective Date.

Seller:

High Flyer Holdings, Inc,  
an Oklahoma corporation

By:

  
John McHughes, Owner

ATTEST:

  
Corporate Secretary

**EXHIBIT A**

**LEGAL DESCRIPTION AND/OR DEPICTION**

To be confirmed by title company

Legal Description: LOT TWO (2), IN BLOCK ONE (1), OF VALUE PLACE ADDITION, A REPLAT OF LOTS 1 AND 2, BLOCK 1, OF HUETTNER ADDITION SECTION TWO, A PLANNED UNIT DEVELOPMENT, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.