

**AGREEMENT FOR
PROFESSIONAL ARCHITECTURE SERVICES**

This Agreement is entered into between the City of Norman ("Owner") and Colton Craig Design, LLC, Certified Golf Course Architect/Architect ("Architect").

WITNESSETH:

WHEREAS Owner intends to create a Golf Course Design Concept for the Westwood Park Golf Course ("Site"), located at 2400 Westport Drive, Norman, Oklahoma, and

WHEREAS, Owner requires conceptual design services, including a public input process, preliminary report and design documents, revised final design drawings, report narrative, phasing plan, and opinion of probable costs in connection with the Westwood Park Golf Course Design Concept Project (the "Services"), and,

WHEREAS, Architect worked with Owner on the Master Plan for the Westwood Park Golf and Tennis Facilities as a sub-contractor of GSB Architects, Inc. pursuant to contract K-2425-184, and

WHEREAS, Architect is prepared to provide the Services.

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

ARTICLE 1 - EFFECTIVE DATE

The Effective Date of this Agreement shall be July 22, 2025.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall provide a conceptual design, formal design, and completed Master Plan in collaboration with Owner. The Services shall be completed from either the Architect's design studio located in Oklahoma City, Oklahoma or the Site, as it will be necessary to visit the Site to adequately complete the Services. The Master Plan shall include professional renderings, diagrams, and other photos to show the complete design scope of the project. These drawings will be displayed on seven or eight different 24" X 36" posters mounted on foam core board to be displayed in places the Owner deems necessary. Architect shall create a detailed cost estimate that reflects the quantities of the design and materials used to complete the construction of the golf course. If requested by Owner, Architect shall host a "Town Hall" meeting with the membership to present the Master Plan in PowerPoint format followed by a Q&A session.

Architect shall not perform any additional services without prior written authorization from the Owner. Additional services shall not be authorized except by a written amendment to this Agreement.

Architect agrees to cooperate with Owner in any promotional undertaking in announcing or publicizing the project. This is not a construction drawing, bid administration, or construction management agreement; however, Architect offers those services. If Architect is not involved in the construction process that reflects the

Master Plan, use of the Architect's brand will be prohibited. Once the work is complete, Owner will own the work of the Master Plan.

ARTICLE 3 - SCHEDULE

Architect shall begin work on the Services by August 1, 2025, and shall, within ninety (90) days thereafter, complete all work tasks in accordance with the Scope of Services detailed in Article 2. Architect shall continue work until the Services are completed to the complete satisfaction of Owner.

ARTICLE 4 - GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect for the Services, including all travel costs, an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Invoices shall be due and payable within thirty (30) days of receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the Owner's files as requested, including use of views or photographs of the golf course project, or any portion thereof. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Architect's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the Architect and the Owner each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the

indemnifying party in the performance of the Services under this Agreement. The indemnity provided by the Architect in this regard shall extend in favor of the Owner to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by Architect for the Project. The Architect and the Owner each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by Owner or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the Architect shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the Owner of any action, right, or remedy otherwise available to the Owner at common law.

- 8.3 Employee Claims. Each party shall indemnify the other against legal liability for damages arising out of claims by its employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect or consequential damages resulting in any way from the performance of the Services.
- 8.5 Survival. Upon completion of all Services obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article 8 shall survive.
- 8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:
- a. Owner and Architect agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.
 - b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.
 - c. Architect shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, Architect shall maintain the following insurance:

- 9.1 General Liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 annual aggregate.
- 9.2 Automobile Liability insurance not required for this contract. No auto use included for work herein.

9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$500,000 for each occurrence.

9.4 Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insured on their General Liability Insurance policies.

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all the Services

performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

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

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

ARTICLE 15 - COMMUNICATIONS

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

Architect:

Colton Craig
Golf Course Architect
Colton Craig Design, LLC
625 Windmeadow Drive
Edmond, OK 73003
918.637.7179
Email: president@colton-craig.com

Owner:

Jason Olsen
Director
City of Norman—Parks and Recreation
P.O. Box 370
Norman OK 73070
405-366-5471
Email: jason.olsen@normanok.gov

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

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

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 18 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between Owner and Architect. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

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

ARTICLE 20 - AUTHORITY

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

ARTICLE 21 - ASSIGNMENT

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld. Nothing contained in this Article shall prevent Architect from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY

Architect hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The Architect affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Architect's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The Architect further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 23 - NO THIRD PARTY RIGHTS

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

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

The City of Norman
(Owner)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Colton Craig Design, LLC
(Architect)

Signature Colton Craig

Name Colton Craig

Title Owner

Date 7.17.2025

Attest:

Steven R. Ayers
Secretary

Approved as to form and legality this 18 day of July 2025.

William Wilkerson
City Attorney