

**File Attachments for Item:**

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-184 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GSB, INC., IN THE AMOUNT OF \$54,240 FOR THE WESTWOOD PARK GOLF AND TENNIS FACILITIES MASTER PLAN PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 05/28/24

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

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-184 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GSB, INC, IN THE AMOUNT OF \$54,240 FOR THE WESTWOOD PARK GOLF AND TENNIS FACILITIES MASTER PLAN PROJECT.

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### BACKGROUND:

The 2023-24 Capital Improvement Plan included the Room Tax Fund funding for a project to hire a design consultant to create a Master Plan for Westwood Park Golf and Tennis Facilities at 24<sup>th</sup> & West Robinson Street. Westwood Park is a 137-acre special-use park home to our 18-hole golf course, a United States Tennis Association (USTA)-Accredited Tennis facility, and the Westwood Family Aquatics Center.

Westwood has served the community for over 60 years and is one of our most visited parks, especially in summer. The Aquatics Center reconstruction project was one of the first projects completed as part of the NORMAN FORWARD Quality of Life Initiative passed by voters in 2015. It has been successful since its opening day and set the standard for the other extensive park system improvements that have been repeated with the projects at Griffin Soccer Complex, Reaves Baseball/Softball, and the Andrews Park Skatepark, among others. Parks also completed the construction of a two-court indoor tennis facility at Westwood, dramatically increasing the play in inclement weather.

Currently, at Westwood, the golf pro shop, grill building, and golf maintenance facilities at the park entry have operated since the 1960s. The tennis pro shop was built in phases and is nowhere near large enough to meet the growing number of paddle sports players, especially with the increasing popularity of Pickleball and the continued growth of tennis programs. After decades of use for daily activity, Park staff recommends planning for the next 60 years at Westwood Golf and Tennis—starting with this design phase.

### DISCUSSION:

In February 2024, Request for Proposal RFP-2324-44 for Professional Design Services for the Westwood Park Golf & Tennis Master Plan was advertised in the Norman Transcript and on

the City of Norman website. The RFP was picked up by several Design and Engineering firms throughout the state and region. Complete proposals were received from eight design teams.

The Review committee selected four design firms for interviews and recommended engaging the team's services led by GSB, Inc., from Oklahoma City. The GSB team is comprised of GSB, Inc. (Architects), along with Wallace Design Collective (Engineers and Landscape Architects), Tom Hoch Designs (Clubhouse and Sports Pro Shop Design Specialists), Craig + Coyne Designs (Golf Course Designers), and White & Associates (Cost Estimators). The process Parks intends to use to develop the master plan will include utilizing a project steering committee, a public input process, review by the Norman Board of Park Commissioners, Parks and Recreation Staff, and then adoption by the City Council.

The contract with GSB includes a schedule of input meetings, design work, and deliverables, giving the City a clear vision of renovating the arrival and hosting facilities for this immensely popular recreational space.

Attached are contract documents, including a detailed breakdown of each task and proposed dates for all meetings, workshops, public presentations, and document deliveries (Attachment A to Contract K-2324-184). Also included is a proposed project schedule (Attachment B) and a Fee Schedule for the various disciplines involved in this conceptual phase (Attachment C). Additional design work can be done in future phases once the construction budget and funding source are finalized.

Staff recommends awarding Contract Number K-2324-184 to GSB, Inc., in the total amount of \$54,240.00 for the Westwood Park Golf & Tennis Facilities Master Plan Project. The proposed funding will come from the existing capital project account established for this project and an additional appropriation from the Community Park Land Development Account Fund Balance.

#### **RECOMMENDATION NO 1:**

It is recommended that the City Council appropriate funds in the amount of \$29,240 from the Community Park Development Fund Balance (52-29000) into the Westwood Park Master Plan Project (23794442-46201 Design; Project RT0092)

#### **RECOMMENDATION NO 2:**

It is recommended that the City Council approve Contract Number K-2324-184 to GSB, Inc., in the total amount of \$54,240.00 for the Westwood Park Golf & Tennis Master Plan Project. Funding is available from the Westwood Park Master Plan project account established for this project (account 23794442-46201; project RT0092--\$54,240).

## AGREEMENT FOR PROFESSIONAL ARCHITECTURE SERVICES

This Agreement is entered into between the City of Norman ("Owner") and GSB, Inc. ("Architect").

### WITNESSETH:

WHEREAS, Owner intends to create a Master Plan for the Westwood Park Golf and Tennis Facilities, located at 2400 Westport Drive, Norman, Oklahoma, as specified in the RFP No. 2324-44 issued by the City of Norman, and

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

WHEREAS, Architect is prepared to provide the Services.

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

### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be May 28, 2024.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services described in Attachment A—Scope of Services. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 2 shall entitle the Architect to an equitable adjustment in the compensation provided in Article 5. Architect shall not perform Additional Services without prior authorization from the Owner. Additional Services shall not be authorized except by a written amendment to this Agreement.

### ARTICLE 3 - SCHEDULE

Architect shall exercise its reasonable efforts to perform the Services described in Attachment A—Scope of Services according to the Schedule set forth in Attachment B—Project Schedule.

### ARTICLE 4 - GOVERNING LAW; VENUE

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

## ARTICLE 5 - COMPENSATION

Owner shall pay Architect in accordance with Attachment C—Fee Schedule. 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 or as described in Attachment A—Scope of Services. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

## ARTICLE 7 - STANDARD OF CARE

Architect shall exercise the same degree of care skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Architect, currently practicing, 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 indemnify, and hold harmless the other party, its officers, servants, and employees, from and against liability for recoverable loss, damage, cost, and expense (including attorneys' fees and accountants' fees) to the extent caused by a negligent act, error, or omission 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 liability for recoverable loss, damage, cost, and expense (including attorneys' fees and accountants' fees) to the extent caused by a negligent act, error, or omission 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 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 \$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 a limit of \$500,000 for each occurrence.

9.4 Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual \$2,000,000 aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled by the Insurer without at least thirty (30) days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insureds 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 and security precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor or other Project participant to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction (if any—none anticipated) unless such responsibilities are specifically assigned to Architect in Attachment A, Scope of Services.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

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

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

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

#### **ARTICLE 13 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (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 time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

## ARTICLE 15 - COMMUNICATIONS

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

**Architect:**

Michael S. Hinchey, AIA  
Principal  
GSB, Inc  
3555 NW 58th Street Suite 700W  
Oklahoma City, OK 73112  
405-848-9549  
Email: [MHinchey@gsb-inc.com](mailto:MHinchey@gsb-inc.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](mailto: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-100 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 the date first above written. 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

GSB, Inc.  
(Architect)

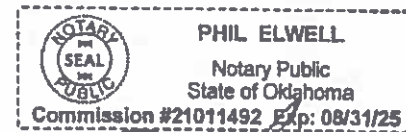
Signature Ryan Eshelman

Name Ryan Eshelman, AIA, NCARB, LEED AP

Title Principal

Date 24 MAY 2024

Attest:



Secretary Phil Elwell 5-24-24

Approved as to form and legality this 24 day of May 2024.

[Signature]  
City Attorney

## Attachment A

### GSB Architectural Summary of Scope Westwood Master Plan for Westwood Park Golf and Tennis Facilities

GSB is pleased to present this proposal letter to provide Conceptual Master Planning Design Services for Norman's Westwood Park Golf Course. GSB will lead our team of design professionals as we create a master plan for facility improvements of the golf clubhouse, impacted golf course areas, and tennis facility. Our understanding of the proposed design scope includes:

- Participate in three team meetings with Norman City staff, the Steering Committee, and project stake holders.
- Provide site and building programming, conceptual design, and a cost estimate for a new golf and tennis clubhouse, new golf maintenance facilities, new golf cart storage facilities, new and remodeled tennis and pickleball courts, and remodeled golf course areas adjacent to the new buildings.
- Participate in a public meeting to collect public input for the masterplan.
- Present the final masterplan design document to the City of Norman Park Board and City Council.

The design concepts and master plan document will be produced in the form of hand sketches and computer-generated drawings. The document will be delivered in the form of 8 1/2 x 11 and 11 x 17 PDF files.

**Michael S Hinchey AIA NCARB**

Principal

gsb inc

3555 NW 58th Street Suite 700W

Oklahoma City, Oklahoma 73112

T 405 848 9549 M 405 923 3338

[www.gsb-inc.com](http://www.gsb-inc.com)

## Attachment B

### Project Schedule

Description	Date
City Council – Notice to Proceed	May 28, 2024
Project Kick-Off Meeting with Steering Committee (stake holders) & City Staff	June 6, 2024
Site Analysis/Survey Area/Due Diligence for Space Programming & Concept Design	June 10 – July 26, 2024
Design Review Meeting 1 w/City Staff & Steering Committee (stake holders)	July 29, 2024
Public Meeting/Presentation of Conceptual Plan (Location TBD)	August 26, 2023
Design Review Meeting 2/50% Plan Review with City Staff & Steering Committee	September 13, 2024
Present Master Plan to Park Board	October 3, 2024
Deliver Completed Master Plan to Parks and Recreation Director	October 24, 2024
Present Master Plan to City Council Study Session for Adoption Review	November 5, 2024

**Attachment C****Fee Schedule (Westwood Park Golf & Tennis Facilities Conceptual Master Plan)**

Description	Fee
Team 1 – GSB, Inc. (Architectural Services)	\$23,000.00
Team 2 – Wallace Design Collective (Civil Engineering)	\$10,000.00
Team 3 – Tom Hoch Design (Golf Clubhouse Design)	\$12,500.00
Team 4 – C&C Design (Golf Course Design Specialist)	\$3,000.00
Team 5 – White & Associates (Cost Estimation)	\$5,740.00
Westwood Park Golf & Tennis Conceptual Master Plan TOTAL	\$54,240.00