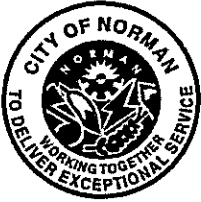


File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 18, 2024, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.

Item 2

**CITY OF NORMAN, OK
STAFF REPORT**

MEETING DATE: 05/14/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, MAY 18, 2024, AS KIDS TO PARKS DAY IN THE CITY OF NORMAN.

Proclamation

P-2324-30

A PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA, PROCLAIMING
SATURDAY, MAY 18, 2024, AS KIDS TO PARKS
DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, May 18, 2024, is the Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and
- § 2. WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit the City of Norman's parks, public lands and waters; and
- § 3. WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and
- § 4. WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and
- § 5. WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and
- § 6. WHEREAS, The City of Norman invites the public to celebrate Kids to Parks Day with a special event on Saturday May 18, 2024, at 12:00 p.m. at Prairie Creek Park.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. Do hereby proclaim that Saturday, May 18, 2024 as Kids to Parks Day in the City of Norman.

PASSED AND APPROVED this 14th day of May, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-35: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2024, AS BIKE MONTH AND FRIDAY, MAY 17, 2024, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/14/2024

REQUESTER: James Briggs

PRESENTER: James Briggs, Park Development Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-35: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY, 2024, AS BIKE MONTH AND FRIDAY, MAY 17, 2024, AS BIKE-TO-WORK DAY IN THE CITY OF NORMAN.

Proclamation

P-2324-35

A PROCLAMATION OF THE MAYOR OF THE CITY
OF NORMAN, OKLAHOMA, PROCLAIMING THE
MONTH OF MAY, 2024, AS BIKE MONTH AND
FRIDAY, MAY 17, 2024, AS BIKE-TO-WORK DAY IN
THE CITY OF NORMAN.

- § 1. WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally friendly form of transportation, an excellent form of fitness, provides quality recreation, and helps relieve the fiscal strain of high gas prices; and
- § 2. WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and
- § 3. WHEREAS, the City of Norman continues to update its bicycle plan and bicycle transportation network, including several planned bicycle facilities such as the continued design and construction of multi-modal off-street bike paths along State Highway 9, along Flood Avenue from Robinson street to Tecumseh Road, and as a part of the James Garner Avenue extension over Robinson Street; and
- § 4. WHEREAS, the City of Norman has been designated by the League of American Bicyclists as an official "Bicycle Friendly Community" for over 10 years; and
- § 5. WHEREAS, the Norman Bicycle Advisory Committee, the Bicycle League of Norman, and independent cyclists throughout our state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities for all.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

- § 6. Do hereby proclaim the month of May, 2024, as Bike Month, and also proclaim Friday, May 17, 2024, as Bike-To-Work Day in the City of Norman and encourage all citizens to recognize the importance of bicycle safety, be more aware of cyclists on our streets and highways; and invite all to ride their bicycles to Andrews Park that morning as they bike to work for an 8:30 a.m. rally as a show of support for bicycle use for all those reasons named herein.

PASSED AND APPROVED this 14th day of May, 2024.

ATTEST:

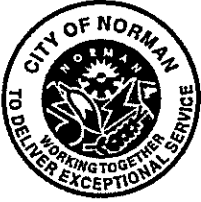
Mayor

City Clerk



File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-36: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY 2024 AS OKLAHOMA WATER SAFETY MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/14/2024

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation Department

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-36: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MAY 2024 AS OKLAHOMA WATER SAFETY MONTH IN THE CITY OF NORMAN.

Proclamation

P-2324-36

A PROCLAMATION OF THE MAYOR OF THE CITY
OF NORMAN, OKLAHOMA, PROCLAIMING MAY,
2024, AS "OKLAHOMA WATER SAFETY MONTH"
IN THE CITY OF NORMAN.

- § 1. WHEREAS, citizens of Oklahoma recognize the role swimming and aquatic-related activities play for good physical and mental health and their potential to enhance the quality of life for all people; and
- § 2. WHEREAS, the citizens of Oklahoma understand the essential role that education regarding the topic of water safety plays in preventing drownings and recreational water-related injuries; and
- § 3. WHEREAS, the citizens of Oklahoma are aware of the necessity to developing safe swimming facilities, aquatic programs, home pools and spas, and related activities to provide healthy places to recreate, learn and grow, build self-esteem, and confidence which contribute to the quality of life in our community; and
- § 4. WHEREAS, the citizens of Oklahoma recognize the ongoing efforts and commitments to educate the public on pool and spa safety;
- § 5. WHEREAS, the citizens of Oklahoma understand the vital importance of communicating water safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to waterparks;

NOW THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. Do hereby proclaim that May, 2024 as Oklahoma Water Safety Month in the City of Norman.

PASSED AND APPROVED this 14th day of May, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR AUTHORIZATION FOR PARTIAL RELEASE OF RETAINAGE, FROM 5% TO 2.5%, FOR CONTRACT K-1920-133 BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION, INC., FOR THE MUNICIPAL COURT PORTION OF THE MUNICIPAL COMPLEX RENOVATIONS PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/28/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR AUTHORIZATION FOR PARTIAL RELEASE OF RETAINAGE, FROM 5% TO 2.5%, FOR CONTRACT K-1920-133 BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION, INC., FOR THE MUNICIPAL COURT PORTION OF THE MUNICIPAL COMPLEX RENOVATIONS PROJECT.

BACKGROUND:

City Council and Norman Municipal Authority, in its meeting of March 12, 2020, approved Contract K-1920-133 with Crossland Construction Company, Inc., (Crossland) in the amount of \$32,390, to provide Construction Manager at Risk Services (CMaR) for the Municipal Complex Renovation Project. On March 23, 2021, Amendment One was approved by Council to establish the guaranteed maximum price (GMP) of \$6,392,330 for the Development Center portion of the project. On October 26, 2021, City Council approved Amendment Two to K-1920-133, setting a GMP of \$667,562 for the City Hall portion of the project. Amendment Three to Contract K-1920-133 in the amount of \$492,185.38 covered additional costs related to asbestos removal in the Development Center portion of the project. Amendment Four to Contract K-1920-133 in the amount of \$3,500,000 covered the reconstruction of Building A for the Municipal Court facility, which is now under construction.

DISCUSSION:

The Municipal Court Building was ready for final inspections and testing in December, 2023. A Certificate of Substantial Completion was issued on January 17, 2024. Since that time the contractor has completed the list of punch list items with the exception of the Test and Balance Report for the HVAC system. Crossland has been working to resolve issues with existing equipment to resolve the problem. Due to the delay in final acceptance, the contractor has requested that the retainage for the project be reduced from 5% to 2.5% to facilitate payment of sub-contractors for work that is complete and is unrelated to the issues causing the delay in closeout.

Effective November 1, 2022, the Competitive Bidding Act, requires that contracts entered into under the Act allow for reduction of retainage from 5% to 2.5% once the project has reached 50% completion and the owner has determined that satisfactory progress is being made (see 61 O.S. § 226). Though the contract was entered prior to the effective date of this change in the Act, a request for reduction has been made. In considering the request, City Staff now verifies that satisfactory progress has been made and seeks authorization to reduce retainage in accordance with the current version of the Act. City staff has verified that more than 50% of the total project work is complete. Further, City staff believes the work is progressing enough to meet the "satisfactory progress" requirement, and that a reduction in retainage (from 5% to 2.5%) for the Municipal Court portion, as requested, is appropriate at this time.

If approved, the current retainage held would be reduced from \$172,210.76 to \$86,105.38, which would allow payment in the amount of \$57,078.70 to Crossland in accordance with the statute. Retention of the remaining 2.5% of the total contract price will be withheld throughout the remainder of the contract until City staff confirms all final punch list items are complete. Upon said completion, release of the final retainage will accompany a future Council agenda item for final acceptance and final payment of the project.

These retainage funds are being held in the Municipal Complex Renovation/Expansion, Construction (Account 50196644-46101; Project BG0075).

RECOMMENDATION:

Staff reduction of retainage for Contract K-1920-133, with Crossland for the Municipal Court portion of the Municipal Complex Renovation Project, from 5% to 2.5% of the total contract amount.

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-47: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAN DO, L.L.C., FOR THE SUTTON WILDERNESS PARK TRAIL UPGRADE AND PARKING LOT ADDITION PROJECT AND FINAL PAYMENT OF \$22,500.00.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/28/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-47: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAN DO, L.L.C., FOR THE SUTTON WILDERNESS PARK TRAIL UPGRADE AND PARKING LOT ADDITION PROJECT AND FINAL PAYMENT OF \$22,500.00.

BACKGROUND:

On August 8, 2023, the City Council approved Bid Number 2223-79 for the Sutton Wilderness Park Trail Upgrade and Parking Lot Addition Project. This project was funded in part through a 2020 Recreational Trails Grant from the Oklahoma Tourism and Recreation Department (OTRD). Other funding sources for the total project costs were approved to be paid from existing projects for trail improvements at Griffin Park (where part of this trail improvement was done to connect the two parks), the annual trail maintenance account, and an appropriation of funds from the Community Park Land Development account. The project scope included the construction of a 12-car parking lot expansion at the trailhead parking off 12th Avenue NE and repairing and surfacing a spur of walking trail in the park that travels through both Sutton Wilderness Park and Griffin Park (south of Sutton). The old path section was re-graded and topped with crushed granite to match the rest of the trails in Sutton Wilderness. Improvements were also made to the trailside drainage structures.

DISCUSSION:

City Council approved Contract Number K-2324-47 for the Sutton Wilderness Park Trail Upgrade and Parking Lot Addition Project to Can Do, L.L.C., in the amount of \$187,000, and work began in August 2023. Monthly progress payments were made during the project construction, as work could be done during good weather in winter and spring.

On May 12, 2024, the City of Norman Parks and Recreation Staff inspected the project at Sutton Wilderness Trail and Parking Lot and found it completed per specifications.

RECOMMENDATION:

It is recommended the City Council accept the Sutton Wilderness Park Trail Upgrade and Parking Lot Addition Project as complete and authorize final payment in the amount of \$22,500.00 to Can Do, L.L.C. Funding is available for this project in the Sutton Wilderness Special Grant Funding (project PC0025--\$85,700); the Griffin Park Trails and Parking Lots Improvements (project PR0169--\$29,533); the Facility Maintenance Park Trails and Sidewalks (project EF0012--\$27,800); and the Sutton Wilderness Trail (Parkland) (project PC0019--\$43,967).

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-183: A FIVE-YEAR PARTNERSHIP BEVERAGE AGREEMENT BETWEEN COCA-COLA SOUTHWEST BEVERAGES L.L.C., AND THE NORMAN MUNICIPAL AUTHORITY, FOR EXCLUSIVE SALE OF COKE PRODUCTS AT THE YOUNG FAMILY ATHLETIC CENTER, WESTWOOD GOLF COURSE, AND WESTWOOD FAMILY AQUATIC CENTER IN EXCHANGE FOR \$82,500 IN INCENTIVE FEES TO BE PAID OVER THE FIVE YEAR TERM OF THE CONTRACT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 5/28/2024

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-2324-183: A FIVE-YEAR PARTNERSHIP BEVERAGE AGREEMENT BETWEEN COCA-COLA SOUTHWEST BEVERAGES L.L.C., AND THE NORMAN MUNICIPAL AUTHORITY, FOR EXCLUSIVE SALE OF COKE PRODUCTS AT THE YOUNG FAMILY ATHLETIC CENTER, WESTWOOD GOLF COURSE, AND WESTWOOD FAMILY AQUATIC CENTER IN EXCHANGE FOR \$82,500 IN INCENTIVE FEES TO BE PAID OVER THE FIVE YEAR TERM OF THE CONTRACT.

BACKGROUND:

The Norman Forward projects - the Young Family Athletic Center (YFAC), completed and open to the public in 2024, and the Westwood Family Aquatic Center (Westwood), completed and opened to the public in 2019, along with the Westwood Golf Courses, all have high revenue producing concession stand areas. The Parks Department operates both Westwood concession stands and a local business, Beanstalk Coffee and Sno, operates the YFAC concessions.

In February 2019, the Norman Municipal Authority entered into a five-year agreement with Pepsi Beverage Company for exclusive pouring rights at Westwood Park. This package was worth \$38,000 over the entire contract period. With the Pepsi contract ending in February of 2024, the Parks Department asked for proposals from Pepsi and Coca-Cola for beverage agreements at Westwood and the newly opened YFAC. Only Coca-Cola submitted a proposal and was selected as the lone bidder.

DISCUSSION:

The Coca-Cola Southwest Beverages L.L.C. incentive package includes an aggregate payment of \$82,500 for equal payments of \$16,500 over five-years. The incentive package also includes \$.50 for each gallon of post-mix fountain products and \$5.00 per case of product purchased to be resold at Westwood and YFAC. In addition to the \$82,500, the Parks Department will get \$2,000 per year in marketing funding for Coke or Sprite products and an additional \$5,000 per year for marketing Body Armour products. Coke has also agreed to give the Parks Department up to \$1,250 annually in donated products for events or other programming.

Park staff is recommending that the incentive payment of \$16,500 be split - \$10,000 to the YFAC and \$6,500 to Westwood annually, and marketing funding for Body Armour of \$5,000 will go to the YFAC and the \$2,000 in marketing funds for Coke or Sprite will go to Westwood.

Rebates collected through both the post-mix fountain mix and the cases will be deposited in a revenue account in the Westwood Fund, and the YFAC portion will be redistributed to Beanstalk Coffee and Sno according to the contract (K-2324-72) approved by Council in November of 2023.

RECOMMENDATION:

It is recommended that Contract Number K-2324-183 be approved with Coca-Cola Southwest Beverages L.L.C. to accept the distribution of the incentives, marketing, and rebates as outlined in the staff report to revenue accounts in the Westwood Fund (297-364168) and the Young Family Athletic Center Fund (247-364168) cost centers.

3. Advertising Rights

(a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facilities and (ii) in connection with the Facilities. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facilities.

(b) Account agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public and the media. The Products shall be prominently listed on any menu boards located at the Facilities and all equipment dispensing Products shall be prominently identified with the appropriate trademarks/logos.

(c) Account further agrees that only Products will be dispensed in Bottler's equipment and that no other trademarked, equipment, coolers or containers will be permitted.

4. Sponsorship Rights

(a) Bottler will have the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facilities.

(b) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facilities ("Account Marks") in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler's customers.

(c) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facilities, or any of the Account Marks in any advertising or promotional activity of any kind.

5. Product Rights

(a) Subject to the Permitted Exception set forth in Section 7, Account hereby grants to Bottler the exclusive right to sell or distribute Beverages at the Facilities. Account and/or its Concessionaires shall purchase all Products, (and cups, lids and carbon dioxide, if applicable) directly from Bottler. Subject to the Permitted exception set forth in Section 7, no Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities.

(b) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facilities. Account agrees that Bottler shall have the right to place a minimum of One (1) Beverage vending machine, One (1) Beverage Fountain Machine and Eight (8) Beverage Coolers in mutually agreed upon locations at the Facilities.

(c) During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facilities ("Equipment"). Bottler's equipment placement agreement will apply to all Equipment provided by Bottler, except to the extent any of its provisions are prohibited by applicable law and to the extent the terms thereof are in conflict with the terms of this Agreement, in which case this Agreement will control. Account represents and warrants that electrical service at the Facilities is

proper and adequate for the installation of Equipment, and Account agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical services.

6. Consideration

In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide Account with the following:

(a) Sponsorship Fees. Bottler agrees to pay Account an aggregate of Eighty-Two Thousand and Five Hundred Dollars (\$82,500) for the entire Term (the "Sponsorship Fees").

The Sponsorship Fees shall be paid in equal annual installments of Sixteen Thousand Five Hundred Dollars (\$16,500). Each such installment shall be payable within sixty (60) days following the end of each Agreement Year in the Term. The Sponsorship Fees shall be deemed earned evenly over the Agreement Year for which they are paid.

(b) Commissions. Bottler agrees to pay Account a monthly commission based on the commission rates and initial vend prices set forth in Exhibit A.

(c) Pricing. Account shall be entitled to purchase Products from Bottler in accordance with the price schedule set forth in Exhibit B. Such prices shall remain in effect until February 28, 2025.

Thereafter, such prices will be subject to an annual increase of no more than Five percent (5%) over the previous Agreement Year's price, except in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees in which case Bottler may increase prices to cover such increased costs. Annual price increases shall occur automatically on March 1st.

(d) Rebates. Bottler will pay Account (i) a rebate of Fifty Cents (\$0.50) for each gallon of post mix fountain Products purchased and paid for by Account for sale at the Facilities during the Term and (ii) the rebate shown below for each standard physical case of bottle/can Products identified below which are purchased and paid for by Account for sale at the Facilities during the Term ("Rebates"). The Rebates shall be paid quarterly, in arrears, within thirty (30) days after the end of each applicable three-month period in which the Rebate was earned and will be based on Bottler's case sales records. Rebates shall not be earned for sales of Products through Bottler's full-service vending machines.

Product Description	Units per std phy case	Price per std phy case
16 oz PET - BodyArmor	24	\$ 5.00*
20 oz PET - KO CSD	24	\$ 7.00
16 oz Can - Monster Brands	24	\$ 2.50
20 oz PET - Dasani	24	\$ 6.00
20 oz PET - Powerade	24	\$ 2.50
14 oz PET - Core Power	24	\$ 7.00*
15.5 oz PET - Topo Chico	24	\$ 2.50
13.7 oz PET - Dunkin Donuts	24	\$ 2.50*
20 oz PET - Vitaminwater	24	\$ 5.00*
20 oz PET - Smartwater	24	\$ 5.00

12 oz PET - MMJTG	24	\$	7.00
18.5 oz PET - Gold Peak	24	\$	5.00*

* This item is sold in a 12-unit physical case. Therefore, the rebate will be half of the amount shown per 12-unit case to total the amount shown per a standard 24-unit case. For illustration purposes, if the rebate shown above is \$5.00 per standard physical case, the rebate for a 12-unit case will be \$ 2.50.

(e) Marketing Funds. For each of Agreement Years 1-5, Bottler will establish a marketing fund in the maximum amount of Two Thousand Dollars (\$2,000) to be used to support promotional and marketing activities to promote the sale of Products at the Facilities (the "Marketing Fund"). Bottler will hold, manage and administer this Marketing Fund. Any amounts remaining unused at the end of any such Agreement Years shall be retained by Bottler with no further obligation to Account.

(f) Bodyarmor Marketing Fund. Bottler will establish a fund in the maximum amount of Five Thousand Dollars (\$5,000) for each of Agreement Years 1-5 which will be used for mutually agreed upon promotional and marketing activities, facility activations, retail/food service promotions and/or products for sampling events ("Bodyarmor Marketing Fund"). Bottler will hold, manage and administer this Bodyarmor Marketing Fund. Any amounts remaining unused at the end of any Agreement Year shall be retained by Bottler without further obligation to Account.

(g) Complimentary Product. Each Agreement Year during the Term, Bottler shall provide Account with complimentary Products of Bottler's choosing, with an estimated retail value of up to One Thousand Two Hundred Fifty Dollars (\$1,250) as determined in good faith by Bottler. Such complimentary Products will be provided to Account upon reasonable advance request. Account must request all available complimentary Products during the course of each Agreement Year. If Account does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation.

(h) In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Account acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to Account or Concessionaire if Concessionaire has an existing agreement with Bottler. If such Concessionaire requires Bottler to pay the Concessionaire funding or to provide Products pursuant to prices under the separate agreement with the Concessionaire, then Customer agrees that Bottler may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Bottler to Customer.

7. Permitted Exception. Account shall have the right to make available for sale freshly brewed coffee, freshly brewed tea and sno cones served in cups bearing the trademarks of Beanstalk Coffee and Sno at the existing Beanstalk Coffee and Sno location so long as Competitive Products at such location are limited solely to freshly brewed coffee, freshly brewed teas and sno cones. In addition, Account will ensure that Beanstalk Coffee and Sno makes available for purchase Bottler's Products at such location.

Account agrees that this Section shall not be read to allow advertising or promotional rights with respect to such Competitive Products except that the names, logos, or trademarks of Beanstalk Coffee and Sno may

be displayed on menu boards, on dispensing equipment, branded paper cups, cup sleeves and similar disposable branded items provided in the course of the sale and service of freshly brewed coffee freshly brewed tea and sno cones.

8. Miscellaneous

During the Term, Account shall provide to Bottler those items set forth in Exhibit C hereto.

9. Prohibition on Transshipping: Wholesaling

Account will not Transship or Wholesale any Beverages offered for sale by Bottler. Account also will not purchase from third-parties any Beverages offered for sale by Bottler that have been Transshipped. If Account Transships, Wholesales or purchases any Beverages offered for sale by Bottler that have been Transshipped or Wholesaled, then Bottler reserves the right to limit quantities or to refuse to sell Products to Account, to withhold any funding payable to Account, and to seek reimbursement of any costs or expenses from Account that result from any Transshipping or Wholesaling.

10. Termination

(a) If either party breaches any of its obligations set forth in this Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party, then at its option and not as its sole remedy, the non-breaching party may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(b) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement or if for any reason the use of the Facilities declines, then at its option and not as its sole remedy, Bottler may terminate this Agreement and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(c) Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(d) Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

(e) Bottler agrees that Account has the continuing right to terminate this Agreement at the end of any fiscal year of Account in which funds for this Agreement are not appropriated. In such case of termination for non-appropriation, Account shall provide notification to the Bottler of such non-appropriation, and in such notice shall certify that it has no intention to enter into any contract for the goods and services which are in substance identical or similar to any of the goods and services provided by Bottler under this Agreement for the remainder of the Term of the Agreement. In the event of such termination Account will (i) pay Bottler, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof (ii) return any Equipment and (iii) pay to Bottler a pro rata portion of the

costs of refurbishing installing the Equipment and (iv) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(f) In the event of a termination of this Agreement for any reason, Account agrees it shall only be entitled to the earned Sponsorship Fees pro-rated to the date of termination, or, if earlier, the date of any default hereunder by Account.

(g) Nothing in this section shall operate to restrict any of either party's other remedies in the event of a material breach by the other party.

11. Record Retention. Bottler agrees to maintain records pertaining to the sale of Products and the payment of the consideration to Account under the Agreement during the Term and for one (1) year thereafter. Such records shall be made available by Bottler for review by Account within ten (10) days following written request by Account. Notwithstanding the foregoing, any such review shall be requested during the Term of the Agreement and be limited to no more than once per year.

12. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to its conflict of law rules.

13. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

14. Retention of Rights

Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company.

15. Confidentiality

During the Term, and for a one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential.

16. Entire Agreement

This Agreement and its exhibits and Bottler's equipment placement agreement contain the entire agreement between the parties with respect to the subject matter hereof. Neither party shall assign this Agreement without the prior written consent of the other party, except that Bottler may assign this Agreement to any of its subsidiaries or affiliates without the prior written consent of Account. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

17. Insurance

Bottler shall, at its own expense, keep in force insurance of the following types, including the City as an additional insured for Commercial General Liability and Automobile Liability insurance policies required by

the Agreement, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and with an A.M. Best Rating of at least A-VII, against liabilities for accidents arising out of or in connection with Bottler's operations under this Agreement, except when caused by the City's negligence or that of its agents, contractors or employees, and shall furnish to the City certificates evidencing the insurance coverage required by this Agreement. Bottler shall endeavor to provide to the City a thirty (30) day written notice if any insurance required by this Agreement is cancelled or materially changed, and this statement shall be reflected on the certificate of insurance.

(a) Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, with any subcontractors working at the Facilities to also provide the same.

(b) Provide both Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate; and Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limits.

18. Nondiscrimination

Both parties agree to comply with all applicable federal, state, and local non-discrimination laws.

19. Relationship of Parties

This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.


20. 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.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. The parties agree that this Agreement may be signed electronically and that the electronic signatures are deemed original signatures for purposes of the validity, enforceability, and admissibility of this Agreement.

COCA-COLA SOUTHWEST BEVERAGES LLC (BOTTLER)

BY: 
 Robert Sweeney (May 22, 2024 09:51 CDT)
 Printed Name: Robert E Sweeney
 Title: Vice President
 Date: 05/22/2024

CITY OF NORMAN (ACCOUNT)

APPROVED this _____ day of _____, 2024 by the Norman City Council.

 Larry Heikkila, MAYOR

ATTEST:

 Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

 CITY ATTORNEY

EXHIBIT A COMMISSIONS

Product Description	YR 1 & 2	YR 3 & 4	YR 5	Commission
20 oz PET - Sodas	\$ 2.75	\$ 3.00	\$ 3.25	16%
20 oz PET - Dasani	\$ 2.75	\$ 3.00	\$ 3.25	16%
20 oz PET - Powerade	\$ 2.75	\$ 3.00	\$ 3.25	16%
16 oz PET - BodyArmor	\$ 3.00	\$ 3.25	\$ 3.50	16%
14 oz PET - Core Power	\$ 3.50	\$ 3.75	\$ 4.00	16%
16 oz Can - Monster Brands	\$ 3.75	\$ 4.00	\$ 4.25	16%

Commissions are paid based upon cash collected after deducting taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates as necessary to reflect changes in its costs, including cost of goods or to implement cash discounts. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the Account and shall become immediate property of Account.

EXHIBIT B
INITIAL PRICE SCHEDULE*

Product Description	Units	Price
16 oz PET - BodyArmor	12	\$ 20.50
20 oz PET - Sodas	24	\$ 36.99
16 oz Can - Monster Brands	24	\$ 47.72
20 oz PET - Dasani	24	\$ 24.58
20 oz PET - Powerade	24	\$ 30.71
14 oz PET - Core Power	12	\$ 34.85
15.5 oz PET - Topo Chico	24	\$ 30.85
13.7 oz PET - Dunkin Donuts	12	\$ 27.23
20 oz PET - Vitaminwater	12	\$ 19.89
20 oz PET - Smartwater	24	\$ 35.40
12 oz PET - MMJTG	24	\$ 37.47
18.5 oz PET - Gold Peak	12	\$ 21.33
5 - Gallon BNB	1	\$ 114.50
2.5 - Gallon BNB	1	\$ 59.63

* All products are subject to availability. Account agrees to comply with Bottler's minimum order requirements. Any changes in minimum order requirements shall be submitted in writing to Account thirty (30) days prior to such changes taking effect.

EXHIBIT C

Each Agreement Year during the Term, Account shall provide Bottler the following at no cost to Bottler:

- 50 golf passes to the Westwood Golf Course
- 50 swim passes to the Westwood Family Aquatic Center






City of Norman.5.22.2024 Contract

Final Audit Report

2024-05-22

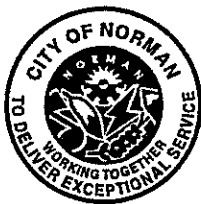
Created:	2024-05-22
By:	Beatriz Rodriguez (rodriguezbeatriz@cocacolaswb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGMOS6XcNe-vOC695geH-zX_yB2Z-HcHV

"City of Norman.5.22.2024 Contract" History

-  Document created by Beatriz Rodriguez (rodriguezbeatriz@cocacolaswb.com)
2024-05-22 - 1:33:50 PM GMT
-  Document emailed to Robert Sweeney (robert.sweeney@cocacolaswb.com) for signature
2024-05-22 - 1:33:54 PM GMT
-  Email viewed by Robert Sweeney (robert.sweeney@cocacolaswb.com)
2024-05-22 - 2:50:17 PM GMT
-  Document e-signed by Robert Sweeney (robert.sweeney@cocacolaswb.com)
Signature Date: 2024-05-22 - 2:51:28 PM GMT - Time Source: server
-  Agreement completed.
2024-05-22 - 2:51:28 PM GMT

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

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.

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 24th & 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

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 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)

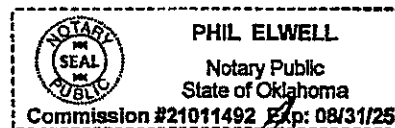
Signature Ryan Eshelman

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

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