

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1617-113:
BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND HALFF ASSOCIATES IN THE AMOUNT OF \$91,750 FOR ADDITIONAL DESIGN SERVICES FOR THE NORMAN FORWARD PROGRAM REAVES PARK RENOVATION PROJECT, AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/12/2023

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 AMENDMENT THREE TO CONTRACT K-1617-113: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND HALFF ASSOCIATES IN THE AMOUNT OF \$91,750 FOR ADDITIONAL DESIGN SERVICES FOR THE NORMAN FORWARD PROGRAM REAVES PARK RENOVATION PROJECT, AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On October 13, 2015, Norman citizens passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative was a project to improve Reaves Park, resulting in all youth baseball and softball being played at Reaves. On March 21, 2017, the City Council approved Contract K-1617-113 with Halff Associates for \$704,500 for Professional Design Services for the Reaves Park Sports Complex Phase I. Flintco, L.L.C. (Flintco) was subsequently selected and hired to provide construction management at-risk (CMaR) services for the Reaves Park Renovation project. The park renovation work at Reaves Park included demolishing the old Park Maintenance facility in the park to make room for a new “quad” of ballfields, among several improvements made to the park. The budget for Reaves Park also included the funding necessary to construct a new Park Maintenance facility at the North Base complex. That work was completed via a separate contract with a different design firm. The design for the renovation of Reaves Park awarded to Halff Associates included all design work—including all construction documents and a fixed number of construction-phase site inspections, with Flintco acting as the Construction Manager, and the work was sent for bid in July 2021.

DISCUSSION:

Also included in the 2015 Norman Forward Initiative was a project to build new adult softball fields and youth football fields at a “Community Sports Park” on land that was to be purchased by the City. The Community Sports Park project was set up with a total budget of \$2.5 million, which was inadequate to deliver the stand-alone project initially envisioned for the adult softball and youth football programs. Additional funding was proposed in a General Obligation Bond issue considered on August 25, 2020, which was unsuccessful. As a result, the citizen Ad Hoc Groups for the Community Sports Park, Ruby Grant Park, and Reaves Park Complexes

determined that the adult softball improvements could be incorporated as part of the Reaves Park project, and the youth football improvements could be included as part of the Ruby Grant Park project. The Ruby Grant youth football design and construction work was awarded to separate firms. That work was funded from a portion of the Norman Forward Community Sports Park project allocation, and has been completed. The work to include adult softball activities at Reaves included the completion of additional design documents for additional west parking lot grading, drainage, and construction, along with additional work at the existing softball fields.

The Parks Department was also tasked during the construction of the Reaves Park renovation project with coordinating our design team from Halff with the design engineers for both the Jenkins Avenue widening and the Constitution Street multi-modal path construction projects, to modify our design and construction as needed to keep those projects on schedule and budget. Other unforeseen site conditions discovered during construction warranted additional design work from Halff, and the project scope and schedule were expanded due to these other factors being intertwined with the Reaves Park Renovation. On June 9, 2020, the City's contract with Halff was amended by an additional \$173,000 to provide additional professional landscape services. The contract was amended again on February 9, 2021, to increase the contract by an additional \$132,535 to provide additional professional and landscape and architectural services related to the Norman Forward Reaves Park Baseball Complex Project.

Now that the construction for this phase of Reaves Park is complete, Parks would also like to have Halff prepare a complete set of As-Built plans for the project that incorporates the multiple changes to the original design based on the additional park features, changes caused by adjacent public works and utility projects, and unknown field conditions that all had to be accommodated during the construction process. Halff has provided the attached detailed breakdown of all tasks and costs for their design services during this project. It was agreed to be supplied after construction and paid from the known project account balance for the NF Reaves Park and Community Sports Park projects built at Reaves Park.

On February 18, 2023, a final punch walk was done for the Reaves Park Improvement Project with the Owner, Architect, and Contractor. At that time, all final construction costs were confirmed for the project, including all instances where the project contingency was utilized to cover expenses associated with the project conditions and all weather delays encountered over the 17 months it took to perform the work. On June 13, 2023, the Council approved the final payment to FLINTCO for the Reaves Park Renovation Project Construction.

After that, we asked Halff to provide all final project costs for the additional design & engineering tasks up through construction completion, including the production of the aforementioned complete set of As-Built drawings.

RECOMMENDATION:

It is recommended that the NMA/City Council approve the Third Amendment to Contract 1617-113 with Halff Associates for the NORMAN FORWARD Reaves Park Renovation Project in the amount of \$91,750. Funding is available in the Norman Forward Community Sports Park Project, Design (account 51794442-46201; project NFB005).

AMENDMENT NO. 3 TO K-1617-113

This Amendment No. 3 to Contract No. K-1617-113 is made and entered into this _____ day of _____ is between the Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary (hereinafter referred to as the "Authority") and Halff Associates, Inc. (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1617-113 on March 28, 2017, at _____

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT – REAVES PARK SPORTS COMPLEX

for the purpose of providing a variety of services outlined therein ("Consultant Services"); and

WHEREAS, the parties have agreed to the provision of additional services, as outlined and described in the attached, which are hereby fully incorporated by reference ("Attachments A and B"):

ATTACHMENT A – ADDITIONAL LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING & DESIGN SERVICES FOR REAVES PARK SPORTS COMPLEX PHASE I REVISED;

And ATTACHMENT B – N/A.

ATTACHMENT C – N/A

WHEREAS, the original contract must be amended to incorporate the Consultant's work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Consultant for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$704,500 for Consultant services

For Amendment No. 1:

Not to exceed \$172,000 for Design Consultant services

For Amendment No. 2:

Not to exceed \$132,535 for Design Consultant services

For Amendment No. 3:

Not to exceed \$91,750 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,100,785 (an increase of \$91,750) for all services.

NOW, THEREFORE, the parties desire to amend Contract No. K-1617-113 as follows:

Add **Attachment A**, which set forth the applicable terms relating to the additional Consultant Services outlined described therein, as well as applicable costs.

All other terms of Contract No. K-1617-113 shall remain in full force and effect.

IN WITNESS WHEREOF, the AUTHORITY and the CONSULTANT have executed this Amendment No. 2 to Contract No. K-1617-113.

DATED this _____ day of _____, 2023.

NORMAN MUNICIPAL AUTHORITY


(“Authority”)

By: _____
Chair, Mayor Larry Heikkila

ATTEST:

By: _____
Secretary, Brenda Hall, City Clerk

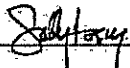
Approved as to form and legality this 8 day of September, 2023.



Office of the City Attorney

HALFF ASSOCIATES, INC.

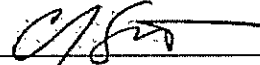
(“Consultant”)

By: 

Name: Sally Horsey, PLA

Title: PLA Team Leader

ATTEST:

By: 

Title: Vice President, Operations Manager, OKC



June 29, 2023

Mr. Briggs
Parks and Recreation
201-C West Gray
Norman, OK 73070

RE: Contract Amendment No. 3: Reaves Park Phase I
Additional Document Revisions, Bidding and Construction Administration (32378.003)

Dear Mr. Briggs,

Halff Associates, Inc. is committed to serving the City of Norman to deliver a premier sports complex for the citizens of Norman. We are at an exciting stage in the process now with many of the Site's features nearing completion.

Since the onset of construction, there has been a significant amount of effort expended in response to City and Project requirements. To keep the project moving forward Halff has responded with urgency to coordinate with City Staff, the City's Program Manager, and the Contractor. This effort is beyond the established, contractual Scope of Work and caused the Construction Administration budget to be exhausted early in construction phase.

Halff is requesting Contract Amendment No. 3 to be compensated for efforts already completed. We submit the following Additional Scope of Work and fee proposal for the additional Design, Bidding and Construction Administration services at Reaves Park Sports Complex for your consideration.

We propose the following Additional Services as described in the Scope of Services (Attachment A). We appreciate your consideration of this amendment. Please feel free to contact me at 405-493-0344 or at jhazard@halff.com if you have any questions or comments regarding the proposal.

Sincerely,
HALFF

A handwritten signature in black ink, appearing to read "James Hazzard", written over a circular stamp.

James Hazzard, PLA
Project Manager
Oklahoma City, OK

Cc: Jason Olsen (City of Norman), Randy Hill (ADG)

1111 N. Lee Ave., Suite 400, Oklahoma City, OK 73103 | halff.com



AMENDMENT NO. 3

ATTACHMENT A

**ADDITIONAL LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING, & DESIGN SERVICES FOR
REAVES PARK COMPLEX – PHASE ONE**

PURPOSE

Half Associates (CONSULTANT) shall provide Design services to revise Final Construction Documents including Civil Engineering, Landscape Architecture for Reaves Park Sports Complex Phase 1 (PROJECT), for the City of Norman (CLIENT), as an amendment to Contract# K-1617-113 executed March 21st, 2017. The PROJECT is approximately 45 acres within the 78-acre park. Based on the master plan and construction documents previously completed with an approximate \$8 million construction budget. Revised Phase I improvements completed for this Additional Scope of Work include:

- Additional external project coordination as required by Norman Public Works
- Additional required plan revisions from Norman Public Works review during construction
- Additional required plan revisions from Norman Permit review during construction
- Plan revisions caused by unforeseen site conditions
- Additional RFIs, material submittals, substitution requests
- Project construction timeline extension resulting in additional coordination and progress meetings
- Completed Construction administration tasks and effort reallocated from City's Program Manager

NOTE: The list of general program elements is not all-inclusive.

AMENDMENT NO. 3

SCOPE OF WORK

TASK 1 – REVISIONS TO CONSTRUCTION DOCUMENTS

Factors contributing to additional revised construction documents and bidding assistance not included in the original Scope of Work include:

Revisions to Construction Documents

- Design revisions and coordination meetings based on Norman Engineering Department review and comment after final plans submitted.
- City permit review & response received during construction
- Public Works review & response during construction
- Public Works external project coordination
- Jenkins Ave. drainage tie-in, phasing, and redesign coordination with City's External Consultant. External project design began after final plan delivery to City.
- Waterline replacement as-built coordination
- Sidewalk realignment in coordination with the proposed Constitution multipurpose trail
- Waterline extension design and fire hydrant tie in from waterline replacement
- "Lot 1" unknown conditions redesign
- Unforeseen sanitary sewer existing conditions
- RCB redesign at Park Road crossing
- Unforeseen disposal well location
- Unforeseen site constraints requiring in-depth earthwork review and calculation

TASK 2 – ADDITIONAL BIDDING ASSISTANCE SERVICES

Factors contributing to additional bidding assistance services not included in the original Scope of Work include:

Bidding Assistance Services

- Multiple rebid packages, additional bid tab reviews, questions & answers, and substitution request reviews



TASK 3 – ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

Factors contributing to additional construction administration services not included in the original Scope of Work include:

Construction Administration Services

- Additional review and coordination of RFI's, submittals, and ASI's required to document and communicate to the Contractor changes and issues related to unknown conditions, required plans revisions at the direction of City Staff.
- Additional time for construction administration through project completion as determined by the Contractor through December 2022.
- Additional Site visits and meetings due to an extension of the construction contract beyond the original completion schedule date.

TASK 4 – ADDITIONAL AS-BUILT PLAN SERVICES

As-Built plan services are not included in the original contract or prior amendments. As-Built Plans will be prepared by HALFF at the request of the CITY. The As-Built plans will be prepared based on contractor provided red-lined plans and a final review of all approved field changes, change orders, ASI and RFI that may have changed the final construction of the project. Halff will provide the as-built plans in electronic PDF format on a flash drive and deliver it to the City of Norman.

PROJECT SCHEDULE

CONSULTANT has already performed the effort for Tasks 1, 2 and 3 of this proposed Contract Amendment No. 3. Construction of the project is completed, concluding with the ribbon cutting ceremony on March 25, 2023. The only remaining effort to perform is for Task 4. The project schedule shall be extended to 30 days after approval of this amendment.

BASIS OF COMPENSATION

A. Basic Fee Services:

The basis of compensation for Basic Fee services shall be as follows:

AMENDMENT NO. 3	FEE REQUESTED
Task 1 – Revisions to Construction Documents	\$46,500
Task 2 – Additional Bidding Assistance Services	\$3,000
Task 3 – Additional Construction Administration Services	\$32,250
Task 4 – Addition of As-Built Plan Services	\$8,000
Direct Cost – AMENDMENT NO. 3	\$2,000
TOTAL AMENDMENT NO. 3 (Tasks 1, 2, 3, 4, & Direct Costs):	\$91,750



B. Billing Schedule:

The estimated fees and direct costs established above shall be considered a lump sum fee and invoiced monthly based on percentage of services completed. Work that has already been completed will be invoiced upon approval of this amendment.

Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals. All project related expenses will be billed at cost plus 10%.

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-97:
BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$333,876 FOR A REVISED CONTRACT AMOUNT OF \$42,011,304 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

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 AMENDMENT NO. FIVE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$333,876 FOR A REVISED CONTRACT AMOUNT OF \$42,011,304 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

BACKGROUND:

In October of 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over 15 years. The Norman Forward Initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one more extensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes.

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

2023 (K-2122-99) towards constructing a human sports and performance clinic inside the YFAC called "N-Motion."

DISCUSSION:

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

On September 14, 2021, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, site clearing, and mass excavation; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was \$3,404,474 (making a then-cumulative total for Contract K-2021-97 of \$3,489,474).

On November 30, 2021, NMA/Council approved Amendment / GMP #2, which included building concrete, steel/joist/deck fabrication & erection, swimming pools, concrete/asphalt exterior paving, site utilities, and construction contingency, bonding/insurance and CMaR fees. The total for GMP #2 was \$12,875,632 (making a then-cumulative total for Contract K-2021-97 of \$16,365,106).

On February 22, 2022, NMA/Council approved / Amendment / GMP #3, which included bids for masonry, millwork, metal panels, roofing, windows, painting, flooring, elevators, plumbing/HVAC/mechanical, electrical, landscaping, and various other aspects of upward construction. The total for GMP #3 was \$22,659,079 (making the then-cumulative total for Contract K-2021-97 of \$39,024,185).

On June 6, 2022, NMA/Council approved / Amendment / GMP #4, which included bids for miscellaneous steel, specialty doors, hanger doors, project signage, saunas, a "Change Order" for civil and utility work due to an error in the design of the project's stormwater system and various other aspects of upward construction. The total for GMP #4 was \$2,653,243 (making the then-cumulative total for Contract K-2021-97 of \$41,677,428).

Amendment / GMP #5 is for two change orders that added scope to the YFAC project. The first change order is PR-45 for the Video Board (\$205,930), which will be large LED boards placed in the gym and aquatics area. The video board change includes electrical upgrades and steel to support the weight of the video boards. The second change order is PR-47 for building signage (\$102,821). The signage for the building includes signage near the roundabout on Trae Young Drive and building signage on front of the building.

The total amount for GMP / Amendment #5 is \$308,751 including indirect costs and fees of \$25,125, making the current cumulative total for Contract K-2021-97 is \$42,011,304. This is anticipated to be the project's fifth and final Amendment/GMP.

Our Project Consultants from ADG have participated throughout the entire process up to our current point of construction for this project. Further, the City Attorney's Office has reviewed and approved the amendment documents.

There are adequate funds available for this contract in the Indoor Sports Facility YFAC Project, Construction (Account 51790601-46101; Project NFP110).

RECOMMENDATION:

It is recommended that the City Council, acting as the Norman Municipal Authority, approve Amendment #5 to CMaR Contract K-2021-97 with GE Johnson Construction Company in the amount of \$279,469 for a total contract of \$42,011,304 for the Young Family Athletic Center project for the Parks and Recreation Department.

**AMENDMENT NO. 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN THE NORMAN MUNICIPAL AUTHORITY
AND GE JOHNSON CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fourth Amendment") is made as of July 31, 2023, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and GE Johnson Construction Company, Inc. a Colorado corporation (the "Construction Manager").

RECITALS:

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the "Agreement"), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center ("YFAC") project including plan review, design assistance, bidding services, and value engineering

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager submitted the first of five anticipated GMP Proposals to the City Council on September 14, 2021. GMP No. 1 was approved for a total contract amount of \$3,404,474.00 (derived from the total cost of work for the Construction Phase of \$3,254,119 + the Indirect Cost and Fee of \$150,355.00). The Construction Manager also submitted the second of four GMP Proposals to the City Council on November 30, 2021. GMP No. 2 was approved for an added contract amount of \$12,875,632.00 (derived from the total cost of work for the Construction Phase of \$12,306,993.00 + the Indirect Cost and Fee of \$568,639.00). GMP No. 3 was approved for an added contract amount of \$22,659,079.00 (derived from the total cost of work for the Construction Phase of \$21,658,364.00 + the Indirect Cost and Fee of \$1,000,715.00). GMP No. 4 was approved for an added contract amount of \$2,653,243.00 (derived from the total cost of work for the Construction Phase of \$2,513,814.00 + the Indirect Cost and Fee of \$139,430.00). GMP No. 5 was approved for an added contract amount of \$279,469.00 (derived from the total cost of work for the Construction Phase of \$267,316.00 + the Indirect Cost and Fee of \$12,153.00). The total amount of all amendments combined represent the total contract amount of \$41,956,897.00. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributable to the YFAC Project.

D. The Construction Manager now submits the fifth of five anticipated GMP Proposals based on bids received and potential changes.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

1. Fifth GMP Amendment Established. The Construction Manager's fifth guaranteed maximum price amendment for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be \$279,469.00 (derived from the total cost of work for the Construction Phase of \$267,316.00 + the Indirect Cost and Fee of \$12,153.00.) Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the YFAC Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

A. Basis for GMP. Refer to COR No. 007/GMP Amendment #5 Summary and Breakdown sheet.

B. Contract Document Log. Refer to Exhibit A for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit A and incorporated herein by reference.

C. Allowances. Refer to Exhibit B for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit B and incorporated herein by reference.

D. Assumptions. Refer to Exhibit C for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit C and incorporated herein by reference.

E. Proposed Estimated Costs for GMP Amendment #5. Refer to Exhibit D for the proposed breakdown of the estimated costs for GMP #5. This includes the estimated costs, by Proposal Request, including General Conditions, other items and Fee that comprise the total estimated costs for GMP Amendment #5 and is attached hereto as Exhibit D and incorporated herein by reference.

F. Substantial Completion. Refer to Exhibit E for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit E and incorporated herein by reference.

G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of Exhibit F.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Fifth Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

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[SIGNATURE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this FIFTH AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

CONSTRUCTION MANAGER (GE JOHNSON CONSTRUCTION COMPANY, INC)

By: [Signature]
Name: Randy N. Nance
Title: General Manager
Date: 07/28/2023

ATTEST:
By: Jennifer Sears
Subscribed and sworn to me this 28th day of July, 2023.

Commission Number: 23004590
Expiration Date: 4/3/27



Amendment No. 5 to K-2021-97
GMP Amendment 5 to CMar

NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this ____ day of _____, 2023.

Office of the General Counsel

Approved by Norman Municipal Authority on this ____ day of _____, 2023.

By: _____

Larry Heikkila, Chairperson

ATTEST:

By: _____

Brenda Hall, Secretary

25 North Cascade Avenue, Suite 400
 Colorado Springs, CO 80903
 719.473.5321 V
 719.473.5324 F
 www.gejohnson.com



July 27, 2023

Jason Olsen
 Norman Municipal Authority
 201 West Gray Street
 Norman, OK 73069

**RE: NORMAN FORWARD INDOOR AQUATICS AND MULTI-SPORT FACILITY – JOB NO. OK1081
 NORMAN, OKLAHOMA
 CHANGE ORDER REQUEST NO. 007**

Dear Jason:

We have enclosed pricing information for **GMP Amendment #5**.
 The total cost for this revision is **\$279,469.00**. A summary list along with all back-up documentation to substantiate our cost proposal is included for your review.

Item Number	Description	Proposed Amount	Company
001	PR-45 Video Board	\$205,930.00	
002	PR-43r1 Dumpster Enclosure	\$61,386.00	
Level 1	1% Contractor's Insurance	\$2,673.00	
Level 2	.15% Builder's Risk Insurance	\$405.00	
Level 3	.59% Performance and Payment Bond	\$1,595.00	
Level 4	2.75% CM/GC Fee	\$7,480.00	

Total Cost Change Amount: \$279,469.00

Please advise us no later than **8/10/2023**, if we are to proceed with the revisions outlined in our cost proposal. After this date, our cost proposal will be considered void. Please sign below authorizing us to proceed with this Contract Change.

Should you have any questions, please feel free to contact this office.

Sincerely,

G. E. JOHNSON CONSTRUCTION COMPANY, INC.

Matt Richardson
 Project Manager

Attachments

cc: /FSB Architects
 Dave Pastier/GE Johnson Construction Company

APPROVED

 Signature

 Date

**GMP AMENDMENT NO. 5
EXHIBIT A**

Item 24.

**Proposal Request
Transmittal**

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT	Norman PRD - Multi-Sport & Aquatics FSB2018-069-01	DATE SENT	4/7/2023
SUBJECT	DUMPSTER REVISIONS	PROPOSAL REQUEST ID	PR-043 R1
TYPE	Proposal Request	TRANSMITTAL ID	02130
PURPOSE	For Review and Response	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Derrico	GE Johnson Construction Company United States	DerricoA@GEJohnson.com	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842-9556 298
Dustin Blalock		dustinblalock@jhbr.com	(405) 526-0280
Joshua Young		youngj@gejohnson.com	
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	(405) 840-2931 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson.com	

Proposal Request Transmittal

Item 24.

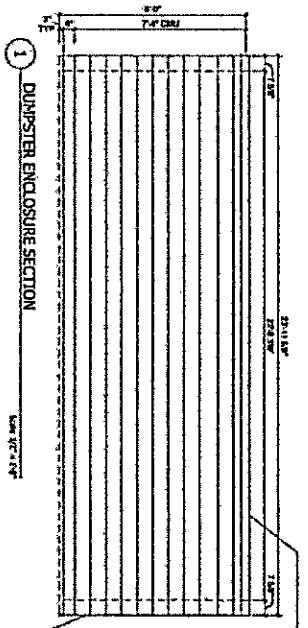
DATE: 4/7/2023
ID: 02130

NAME	COMPANY	EMAIL	PHONE
Meg Paus	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	mpaus@fsb-ae.com	(405) 842- 9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Tim Mathews	GE Johnson Construction Company United States	mathewst@gejohnson.co m	
Wes Brannon	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	wbrannon@fsb-ae.com	(405) 840- 2931 289

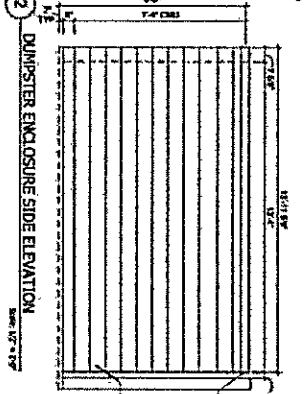
REMARKS: Please see attached.

DESCRIPTION OF CONTENTS

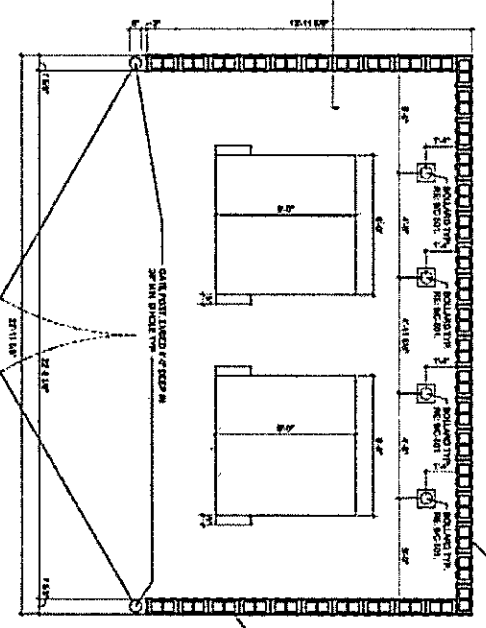
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1	4/7/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-043-R1 Combined Drawings.pdf				



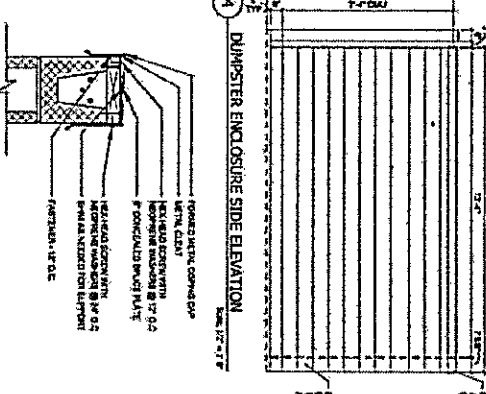
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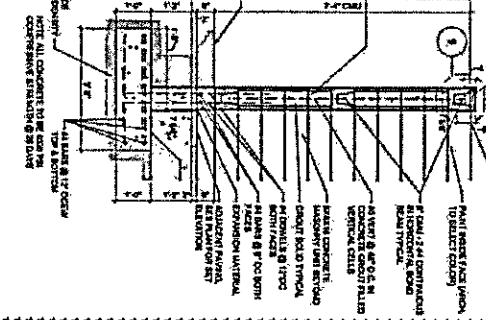
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Scale: 1/2" = 1'-0"



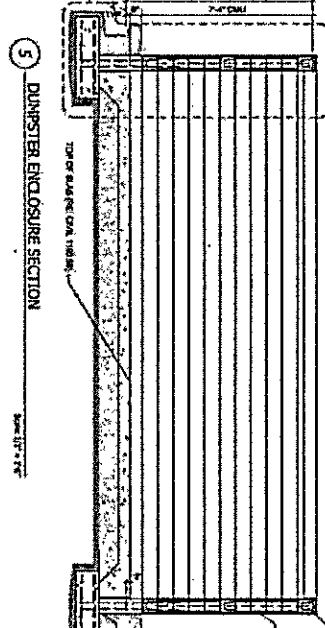
3 DUMPSTER ENCLOSURE PLAN
Scale: 1/2" = 1'-0"



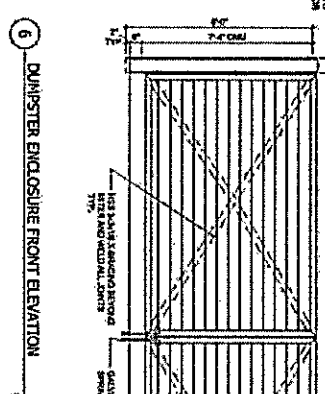
4 DUMPSTER ENCLOSURE SIDE ELEVATION
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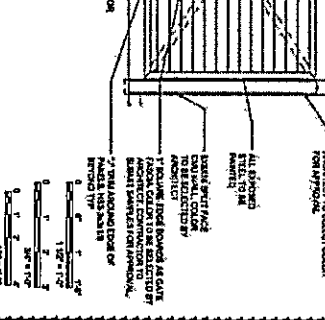
5 DUMPSTER ENCLOSURE FRONT ELEVATION
Scale: 1/2" = 1'-0"



6 DUMPSTER ENCLOSURE SECTION
Scale: 1/2" = 1'-0"



7 DUMPSTER ENCLOSURE FRONT ELEVATION
Scale: 1/2" = 1'-0"



8 CHU CAP DETAIL
Scale: 3/4" = 1'-0"



9 ENLARGED WALL SECTION
Scale: 3/4" = 1'-0"

SHEET REVISION NOTES

1. DUMPSTER ENCLOSURE PLAN
2. DUMPSTER ENCLOSURE SECTION
3. DUMPSTER ENCLOSURE FRONT ELEVATION
4. DUMPSTER ENCLOSURE SIDE ELEVATION
5. DUMPSTER ENCLOSURE SECTION
6. DUMPSTER ENCLOSURE FRONT ELEVATION
7. DUMPSTER ENCLOSURE SIDE ELEVATION
8. CHU CAP DETAIL
9. ENLARGED WALL SECTION

City of Norman
Young Family Athletics Center
Norman, Oklahoma

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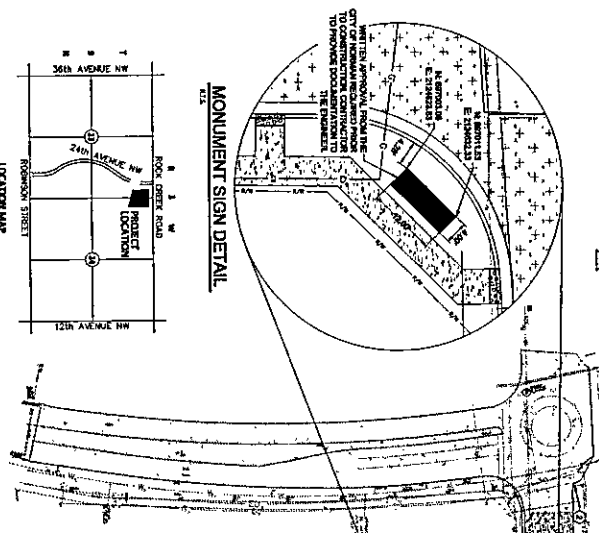
WTTI
WALL TREATMENT TECHNOLOGIES

JHBR
JHBR

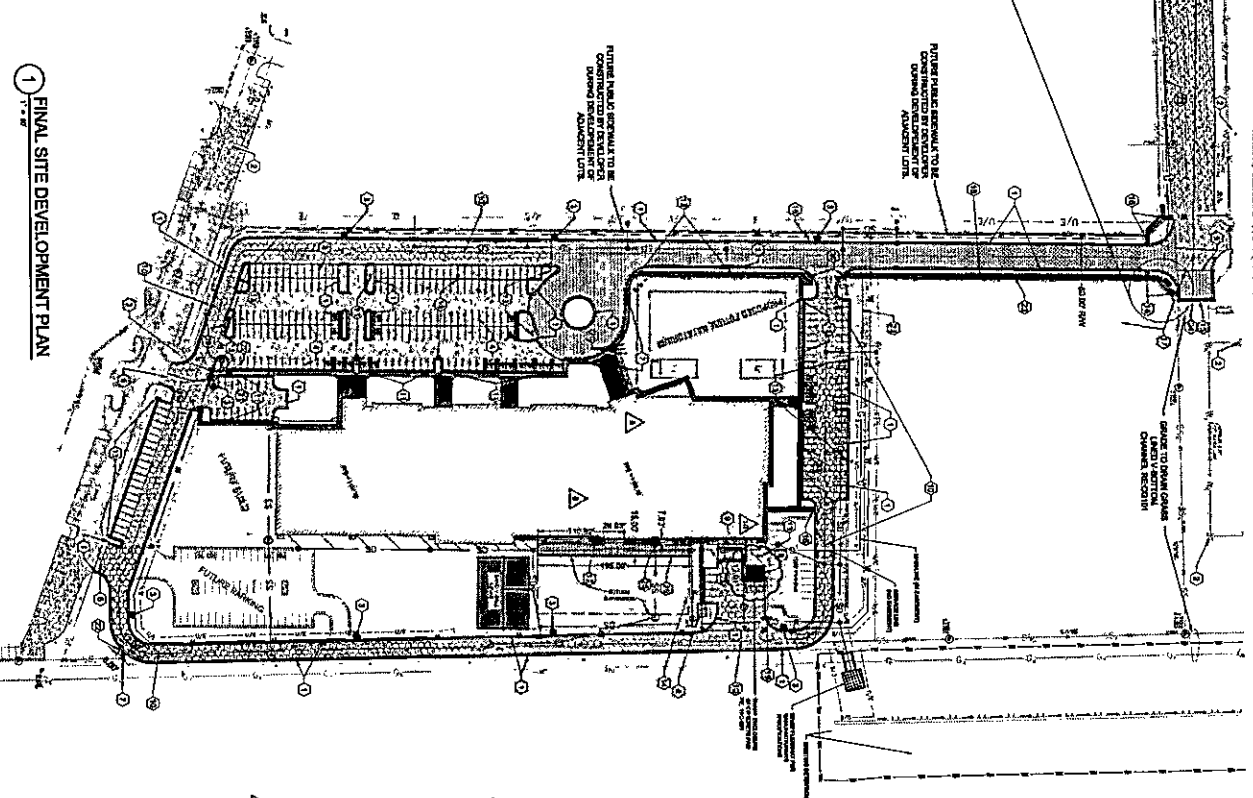
HS
HERRICK SHELLEY ARCHITECTS

5001 Broadway Commons, Suite 200
Oklahoma City, OK 73118
405.233.1111

FINAL SITE DEVELOPMENT PLAN
YFAC ADDITION, A PLANNED UNIT DEVELOPMENT
 A PART OF THE N.E. 1/4 OF SECTION 24, T2N, R2E, 11E,
 NORMAN, OKLAHOMA COUNTY, OKLAHOMA



LEGAL DESCRIPTION
 A tract of land lying in the Northeast Quarter (NE/4) of Section Twenty-four (24) and the Northeast Quarter (NE/4) of Section Twenty-three (23), Township Two North (2N), Range Three (3) West of the Meridian, Cleveland County, Oklahoma and being more particularly described as follows:
 COMMENCEMENT at the Northeast Corner of the Northeast Quarter (NE/4) of Section Twenty-three (23), Township Two North, Range Three (3) West, of the Meridian, Cleveland County, Oklahoma;
 THENCE South 89°25'20" West along the North line of said Northeast Quarter (NE/4) a distance of 112.35 feet;
 THENCE South 01°02'48" West a distance of 414.50 feet to the POINT OF BEGINNING;
 THENCE South 85°53'07" East a distance of 478.29 feet;
 THENCE South 00°39'07" East a distance of 1049.00 feet;
 THENCE North 70°25'20" West a distance of 401.10 feet to a point non-tangent curvature;
 THENCE Northwesterly along a non-tangent curve to the left having radius of 3000.00 feet and curve established by a chord which bears N 07°49'15" E a distance of 1841 feet for an arc distance of 1841 feet;
 THENCE North 72°25'20" West a distance of 201.25 feet;
 THENCE North 01°02'48" East a distance of 833.84 feet;
 THENCE South 85°53'07" East a distance of 820.00 feet to the POINT OF BEGINNING.
 Said described tract of land contains an area of 522,712 square feet or 11,939.8 acres, more or less.



FINAL SITE DEVELOPMENT PLAN


GENERAL NOTES
 A. REFER TO SHEET 1401 FOR ROAD OR VERTICAL CURVE DATA.
 B. REFER TO SHEET 1402 FOR ADJACENT LOTS AND RECORDABLE TITLE.
 C. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
 D. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND ALL APPLICABLE LOCAL ORDINANCES.
 E. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC) AND ALL APPLICABLE LOCAL ORDINANCES.
 F. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND ALL APPLICABLE LOCAL ORDINANCES.
 G. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND ALL APPLICABLE LOCAL ORDINANCES.
 H. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL SCHEDULING CODE (ISC) AND ALL APPLICABLE LOCAL ORDINANCES.
 I. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 J. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 K. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 L. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 M. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 N. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 O. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 P. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 Q. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 R. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 S. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
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 U. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
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 Y. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
 Z. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.

SHEET KEYNOTES


1. CONCRETE CURB (12")
2. EXISTING DRIVEWAY
3. PAVED DRIVEWAY
4. PAVED DRIVEWAY WITH CURB
5. PAVED DRIVEWAY WITH CURB AND SIDEWALK
6. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY
7. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL
8. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE
9. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING
10. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE
11. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE
12. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING
13. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT
14. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY
15. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY
16. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY
17. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING
18. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING AND EQUITY
19. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING AND EQUITY AND JUSTICE
20. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING AND EQUITY AND JUSTICE AND INCLUSION
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23. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING AND EQUITY AND JUSTICE AND INCLUSION AND PARTICIPATION AND TRANSPARENCY AND ACCOUNTABILITY
24. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING AND EQUITY AND JUSTICE AND INCLUSION AND PARTICIPATION AND TRANSPARENCY AND ACCOUNTABILITY AND INTEGRITY
25. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING AND EQUITY AND JUSTICE AND INCLUSION AND PARTICIPATION AND TRANSPARENCY AND ACCOUNTABILITY AND INTEGRITY AND ETHICS
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28. PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY AND ACCESSIBILITY AND SUSTAINABILITY AND WELL-BEING AND EQUITY AND JUSTICE AND INCLUSION AND PARTICIPATION AND TRANSPARENCY AND ACCOUNTABILITY AND INTEGRITY AND ETHICS AND RESPONSIBILITY AND COMMITMENT AND EXCELLENCE


LEGEND


[Symbol]	EXISTING ASPHALT PAVING
[Symbol]	EXISTING CONCRETE PAVING
[Symbol]	ASPHALT ROAD DESIGN PER CITY OF NORMAN SECTION
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE
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[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT
[Symbol]	PAVED DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY AND TRAIL AND LANDSCAPE AND LIGHTING AND SIGNAGE AND FURNITURE AND PLANTING AND PAINT AND SECURITY
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City of Norman
 Young Family Athletics Center
 Norman, Oklahoma











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CS101



Proposal Request Transmittal

Item 24.

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT	Norman PRD - Multi-Sport & Aquatics FSB2018-069-01	DATE SENT	1/24/2023
SUBJECT	DUMPSTER ENCLOSURE	PROPOSAL REQUEST ID	PR-043
TYPE	Proposal Request	TRANSMITTAL ID	01882
PURPOSE	For Review and Response	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
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Chris Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	405-840-2931
Dustin Blalock		dustinblalock@jhbr.com	(405) 526-0280
Joshua Young		youngj@gejohnson.com	
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	+1 (405) 840-2931 Ext. 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson.com	

Proposal Request Transmittal

Item 24.

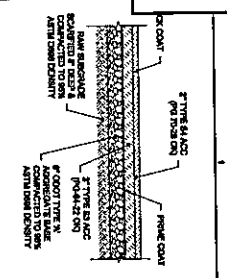
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ID: 01882

NAME	COMPANY	EMAIL	PHONE
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Tim Mathews	GE Johnson Construction Company United States	mathewst@gejohnson.co m	

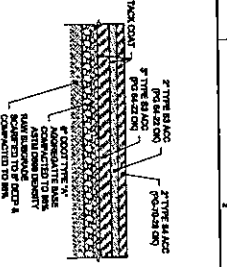
REMARKS: Please see attached.

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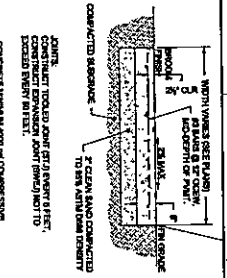
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1	1/24/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-043 COMBINED DRAWINGS.pdf				



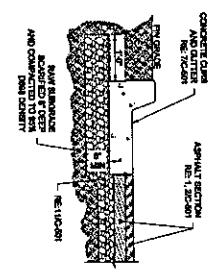
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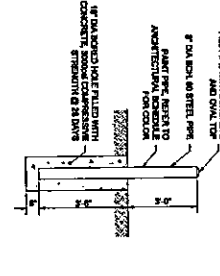
2 HEAVY-DUTY ASPHALT PAVING SECTION



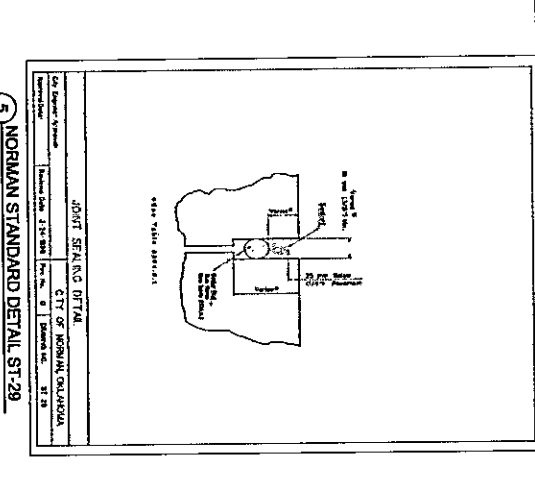
3 TYPICAL SIDEWALK DETAIL



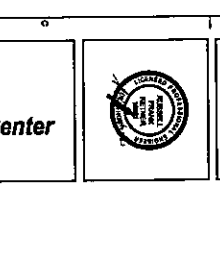
4 SIDEWALK TOOLED JOINT (STJ)



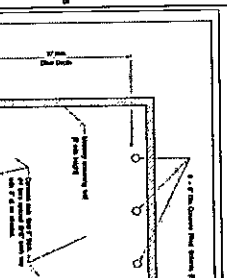
5 BOLLARD DETAIL



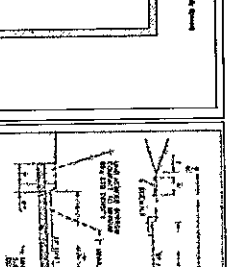
6 CONCRETE CURB & GUTTER AT NEW ASPHALT PAVING



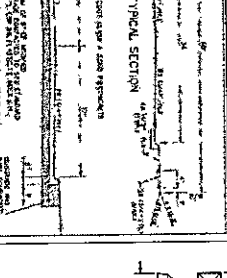
7 TYPICAL CURB & GUTTER DETAIL



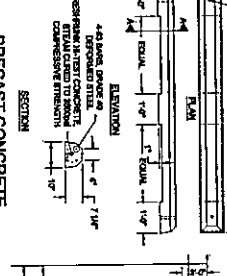
8 TYPICAL STOOP DETAIL



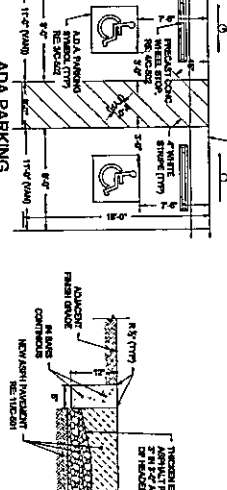
9 TYPICAL CURB & GUTTER DETAIL



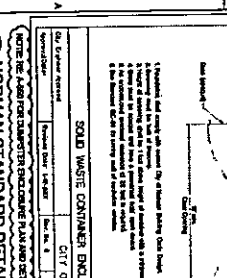
10 CONCRETE CURB & GUTTER AT NEW ASPHALT PAVING



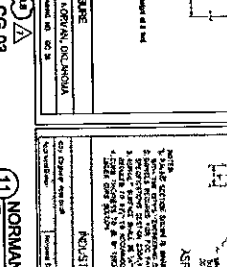
11 TYPICAL SIDEWALK DETAIL



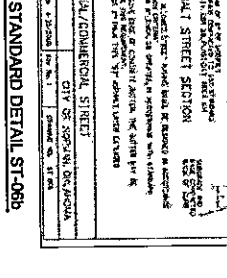
12 SIDEWALK TOOLED JOINT (STJ)



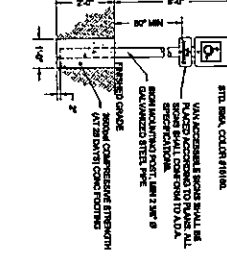
13 ADA PARKING SIGN



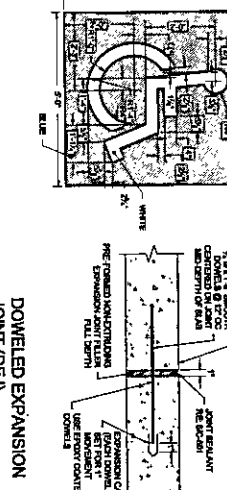
14 ADA PARKING SYMBOL



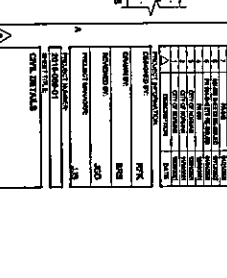
15 ADA PARKING STALL LAYOUT



16 DOWELED EXPANSION JOINT (DEJ)



17 PRECAST CONCRETE WHEEL STOP



18 HEADER CURB DETAIL

10 NORMAN STANDARD DETAIL CG-03

11 NORMAN STANDARD DETAIL ST-06B

12 ADA PARKING SIGN

13 ADA PARKING SYMBOL

14 DOWELED EXPANSION JOINT (DEJ)

15 PRECAST CONCRETE WHEEL STOP

16 HEADER CURB DETAIL

NO. OF SHEETS	1
TOTAL SHEETS	1
DATE	11/15/11
PROJECT	YOUNG FAMILY ATHLETICS CENTER
CITY	NORMAN, OKLAHOMA
SCALE	AS SHOWN

NO. OF SHEETS	1
TOTAL SHEETS	1
DATE	11/15/11
PROJECT	YOUNG FAMILY ATHLETICS CENTER
CITY	NORMAN, OKLAHOMA
SCALE	AS SHOWN

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TOTAL SHEETS	1
DATE	11/15/11
PROJECT	YOUNG FAMILY ATHLETICS CENTER
CITY	NORMAN, OKLAHOMA
SCALE	AS SHOWN

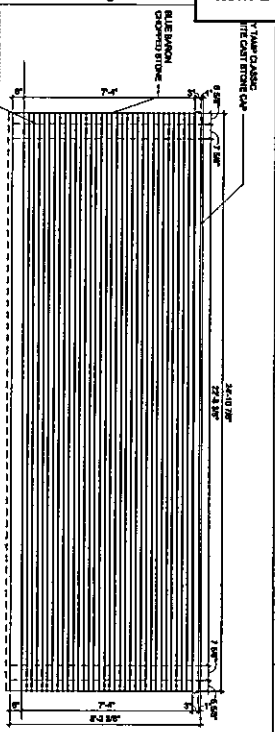
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TOTAL SHEETS	1
DATE	11/15/11
PROJECT	YOUNG FAMILY ATHLETICS CENTER
CITY	NORMAN, OKLAHOMA
SCALE	AS SHOWN

NO. OF SHEETS	1
TOTAL SHEETS	1
DATE	11/15/11
PROJECT	YOUNG FAMILY ATHLETICS CENTER
CITY	NORMAN, OKLAHOMA
SCALE	AS SHOWN

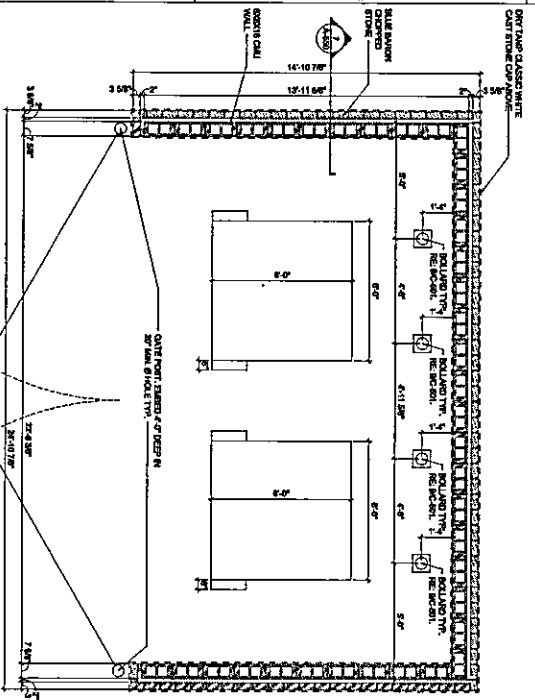
NO. OF SHEETS	1
TOTAL SHEETS	1
DATE	11/15/11
PROJECT	YOUNG FAMILY ATHLETICS CENTER
CITY	NORMAN, OKLAHOMA
SCALE	AS SHOWN

City of Norman
Young Family Athletics Center
Norman, Oklahoma

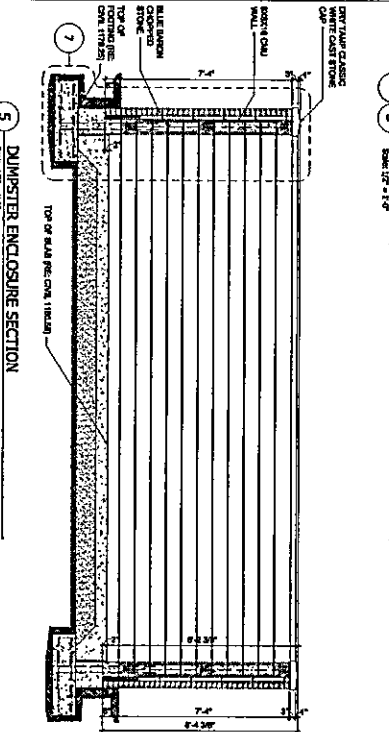
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TOTAL SHEETS	1
DATE	11/15/11
PROJECT	YOUNG FAMILY ATHLETICS CENTER
CITY	NORMAN, OKLAHOMA
SCALE	AS SHOWN



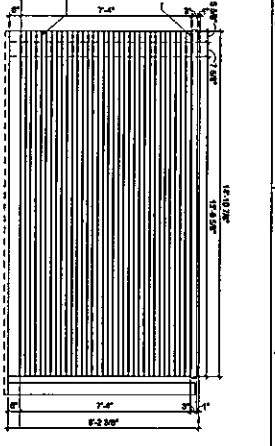
1 DUMPISTER ENCLOSURE SECTION
Scale: 1/2" = 1'-0"



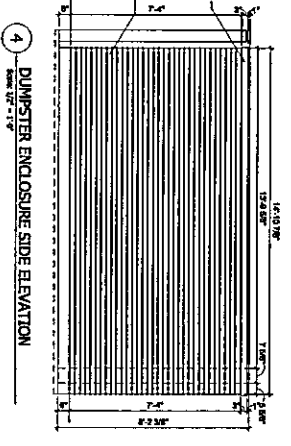
3 DUMPISTER ENCLOSURE PLAN
Scale: 1/2" = 1'-0"



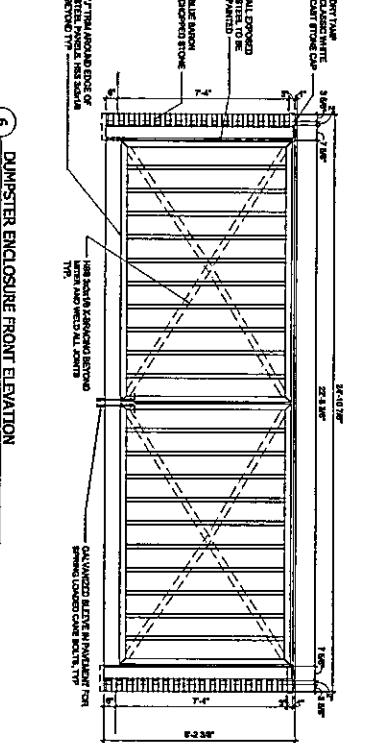
5 DUMPISTER ENCLOSURE SECTION
Scale: 1/2" = 1'-0"



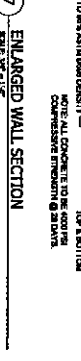
2 DUMPISTER ENCLOSURE SIDE ELEVATION
Scale: 1/2" = 1'-0"



4 DUMPISTER ENCLOSURE SIDE ELEVATION
Scale: 1/2" = 1'-0"



6 DUMPISTER ENCLOSURE FRONT ELEVATION
Scale: 1/2" = 1'-0"



7 ENLARGED WALL SECTION
Scale: 3/4" = 1'-0"

SHEET KEVED NOTES

1. DUMPSTER ENCLOSURE FINISH: DRY TAP CLASSIC WHITE CAST STONE, BLU BROWN CHOPPED STONE, ROCK WOOL INSULATION.

2. FINISH: DRY TAP CLASSIC WHITE CAST STONE, BLU BROWN CHOPPED STONE, ROCK WOOL INSULATION.

3. FINISH: DRY TAP CLASSIC WHITE CAST STONE, BLU BROWN CHOPPED STONE, ROCK WOOL INSULATION.

4. FINISH: DRY TAP CLASSIC WHITE CAST STONE, BLU BROWN CHOPPED STONE, ROCK WOOL INSULATION.

5. FINISH: DRY TAP CLASSIC WHITE CAST STONE, BLU BROWN CHOPPED STONE, ROCK WOOL INSULATION.

6. FINISH: DRY TAP CLASSIC WHITE CAST STONE, BLU BROWN CHOPPED STONE, ROCK WOOL INSULATION.

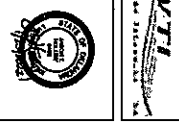
7. FINISH: DRY TAP CLASSIC WHITE CAST STONE, BLU BROWN CHOPPED STONE, ROCK WOOL INSULATION.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/2020
2	ISSUED FOR CONSTRUCTION	10/15/2020
3	ISSUED FOR CORRECTIONS	10/15/2020
4	ISSUED FOR CORRECTIONS	10/15/2020
5	ISSUED FOR CORRECTIONS	10/15/2020
6	ISSUED FOR CORRECTIONS	10/15/2020
7	ISSUED FOR CORRECTIONS	10/15/2020
8	ISSUED FOR CORRECTIONS	10/15/2020
9	ISSUED FOR CORRECTIONS	10/15/2020
10	ISSUED FOR CORRECTIONS	10/15/2020

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/2020
2	ISSUED FOR CONSTRUCTION	10/15/2020
3	ISSUED FOR CORRECTIONS	10/15/2020
4	ISSUED FOR CORRECTIONS	10/15/2020
5	ISSUED FOR CORRECTIONS	10/15/2020
6	ISSUED FOR CORRECTIONS	10/15/2020
7	ISSUED FOR CORRECTIONS	10/15/2020
8	ISSUED FOR CORRECTIONS	10/15/2020
9	ISSUED FOR CORRECTIONS	10/15/2020
10	ISSUED FOR CORRECTIONS	10/15/2020



City of Norman
Young Family Athletics Center
Norman, Oklahoma





Proposal Request Transmittal

Item 24.

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT	Norman PRD - Multi-Sport & Aquatics FSB2018-069-01	DATE SENT	5/12/2023
SUBJECT	VIDEO BOARD	PROPOSAL REQUEST ID	PR-042 R2
TYPE	Proposal Request	TRANSMITTAL ID	02241
PURPOSE	For Review and Response	VIA	✓ Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Mascorro	GE Johnson Construction Company United States	Mascorroa@gejohnson.com	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842-9556 298
Dustin Blalock		dustinblalock@jhbr.com	(405) 526-0280
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	(405) 840-2931 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson.com	
Meg Paus	FSB	mpaus@fsb-ae.com	(405) 842-

Proposal Request Transmittal

Item 24.

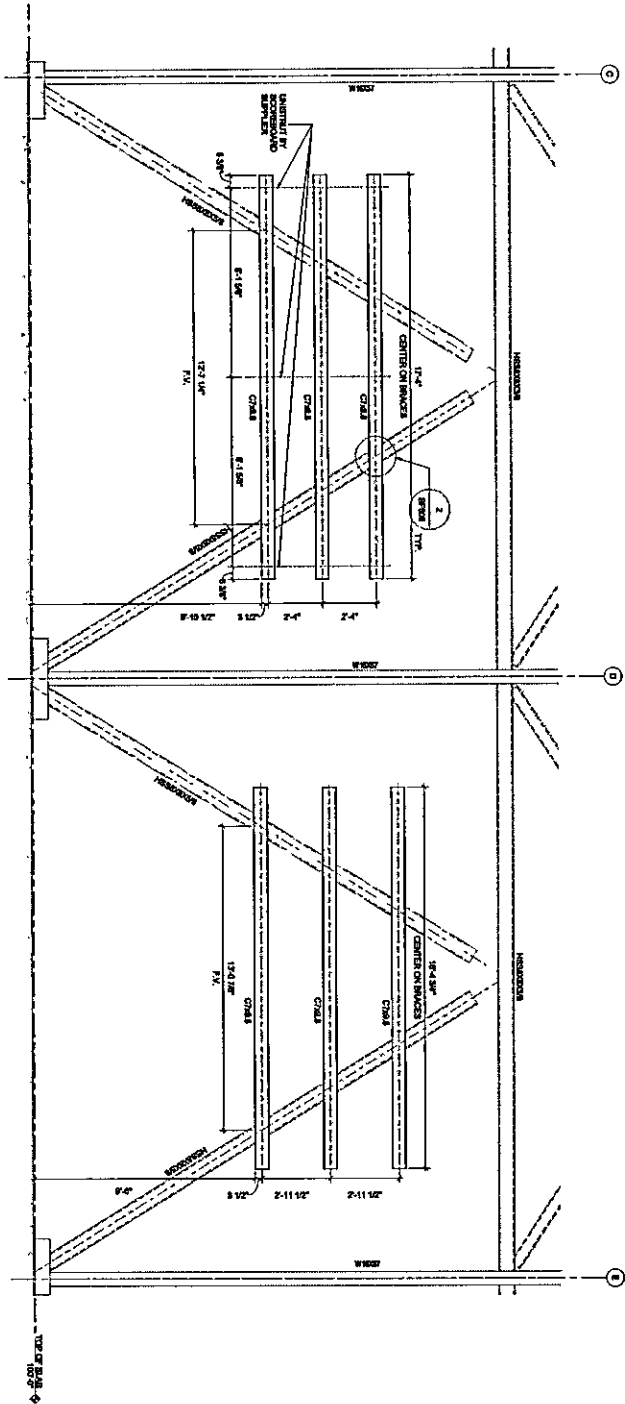
DATE: 5/12/2023
ID: 02241

NAME	COMPANY	EMAIL	PHONE
	5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States		9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842-9556 147
Siddant Jain	GE Johnson Construction Company United States	siddhantj@dpr.com	
Wes Brannon	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	wbrannon@fsb-ae.com	(405) 840-2931 289

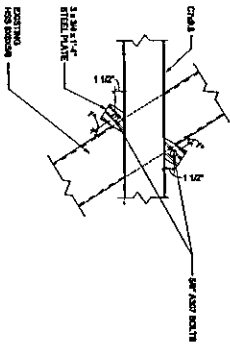
REMARKS: See attached.

DESCRIPTION OF CONTENTS

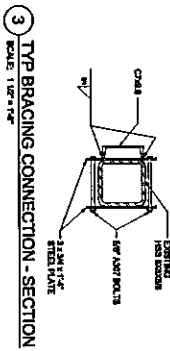
QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	5/12/2023	PR-045R2.pdf				
1	5/12/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-045-R2 COMBINED DRAWINGS.pdf				



1 VIDEO AND SCOREBOARD FRAMING (NATATORIUM) GRID 13
SCALE: 1/2" = 1'-0"

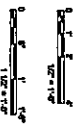


2 TYP BRACING CONNECTION
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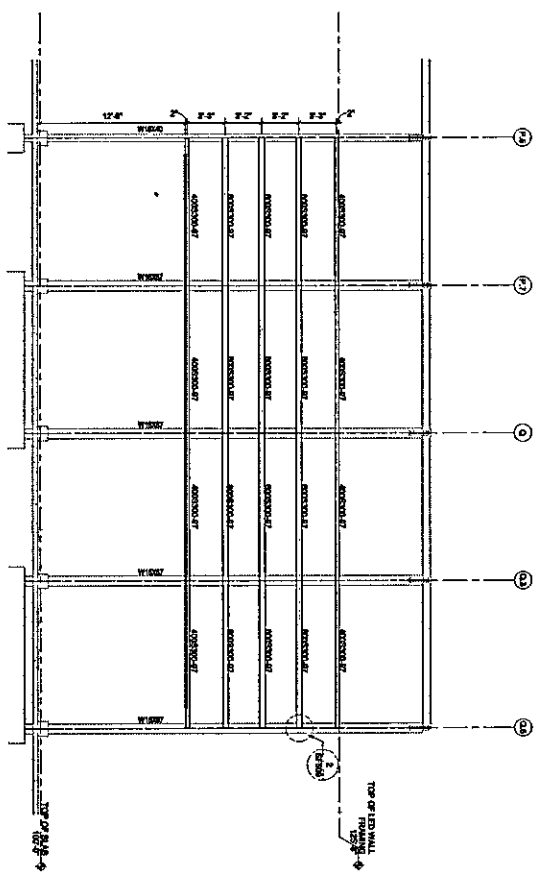


3 TYP BRACING CONNECTION - SECTION
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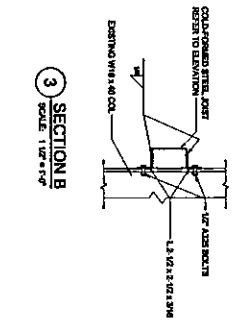
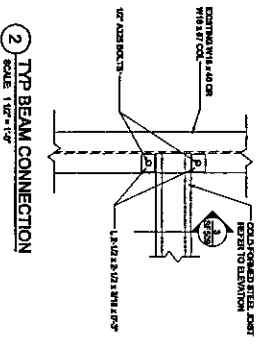
PLANT LAYOUT WITH
SECTION CANNOT BE
EXCEEDED
IN ANY DIRECTION



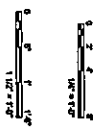
<p>City of Norman Young Family Athletics Center Norman, Oklahoma</p>	<p>WTTI WESTERN TERRITORY TECHNICAL INSTITUTE</p>	<p>JHBR architecture</p>	<p>IBS INTERNATIONAL BUILDING SERVICES CORPORATION</p>	<p>S&B SOUTHERN BRASS & STEEL</p>	<p>315</p>
<p>SF508</p>	<p>DATE: 10/1/13</p>	<p>PROJECT: YFAC</p>	<p>SCALE: 1/2" = 1'-0"</p>	<p>DESIGNER: JHBR</p>	<p>CONTRACTOR: S&B</p>



1 LED WALL FRAMING (G/M) GRID 19
SCALE: 3/8" = 1'-0"

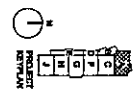
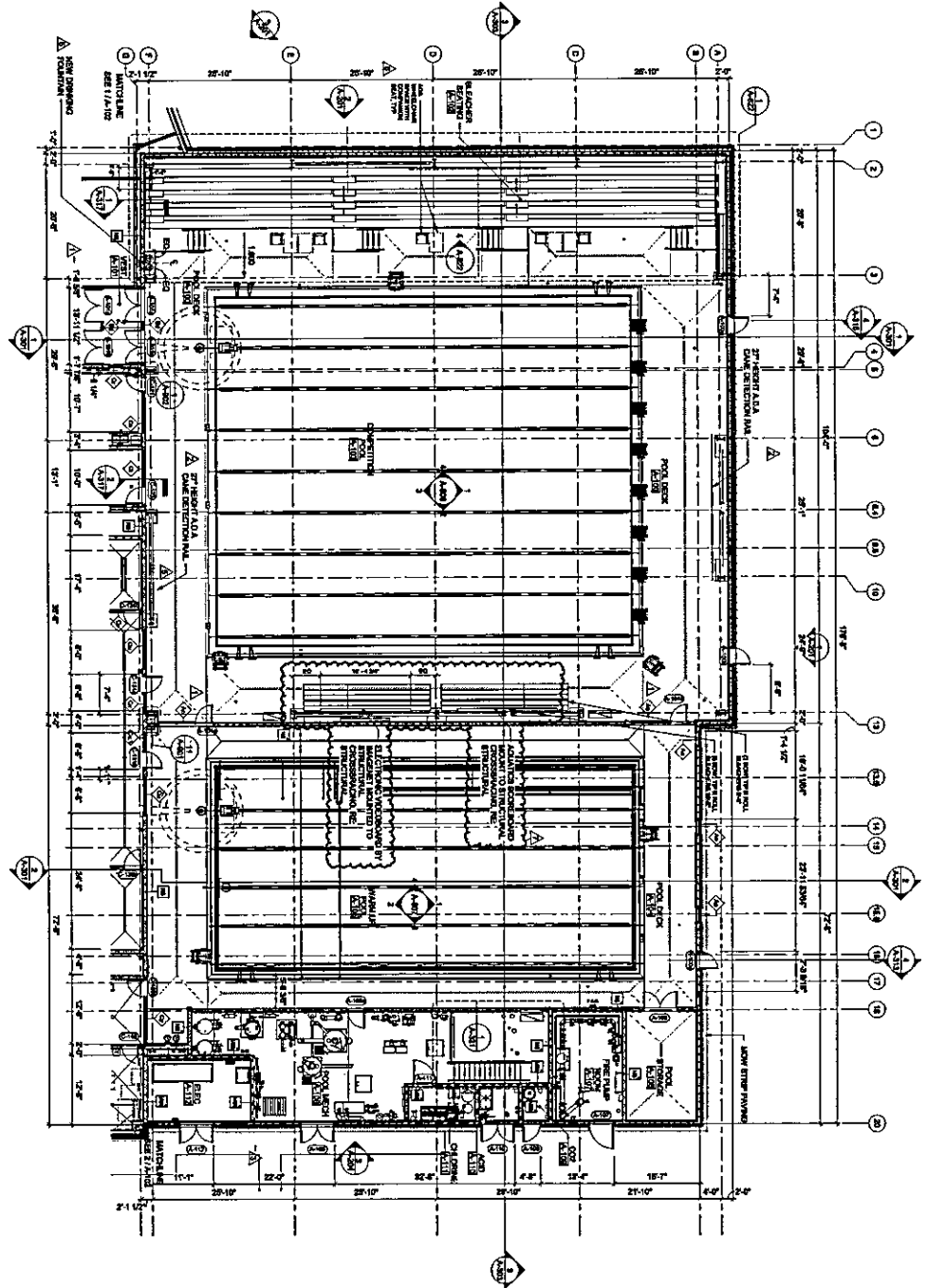


PAINT TO MATCH EXISTING
FINISHES FOR CONNECTIONS



<p>City of Norman Young Family Athletics Center Norman, Oklahoma</p>	<p>WTT WORLD TRAVEL TRAVEL</p>	<p>IHBR ARCHITECTS</p>	<p>BS BLISS SEELYE ARCHITECTS</p>	<p>5001 Broadway Parkway, Suite 200 Oklahoma City, OK 73159-1426 405.253.5511 www.bsai.com</p>	<p>316</p>

1 GROUND FLOOR PLAN - SECTOR A
SCALE: 1/8" = 1'-0"

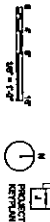
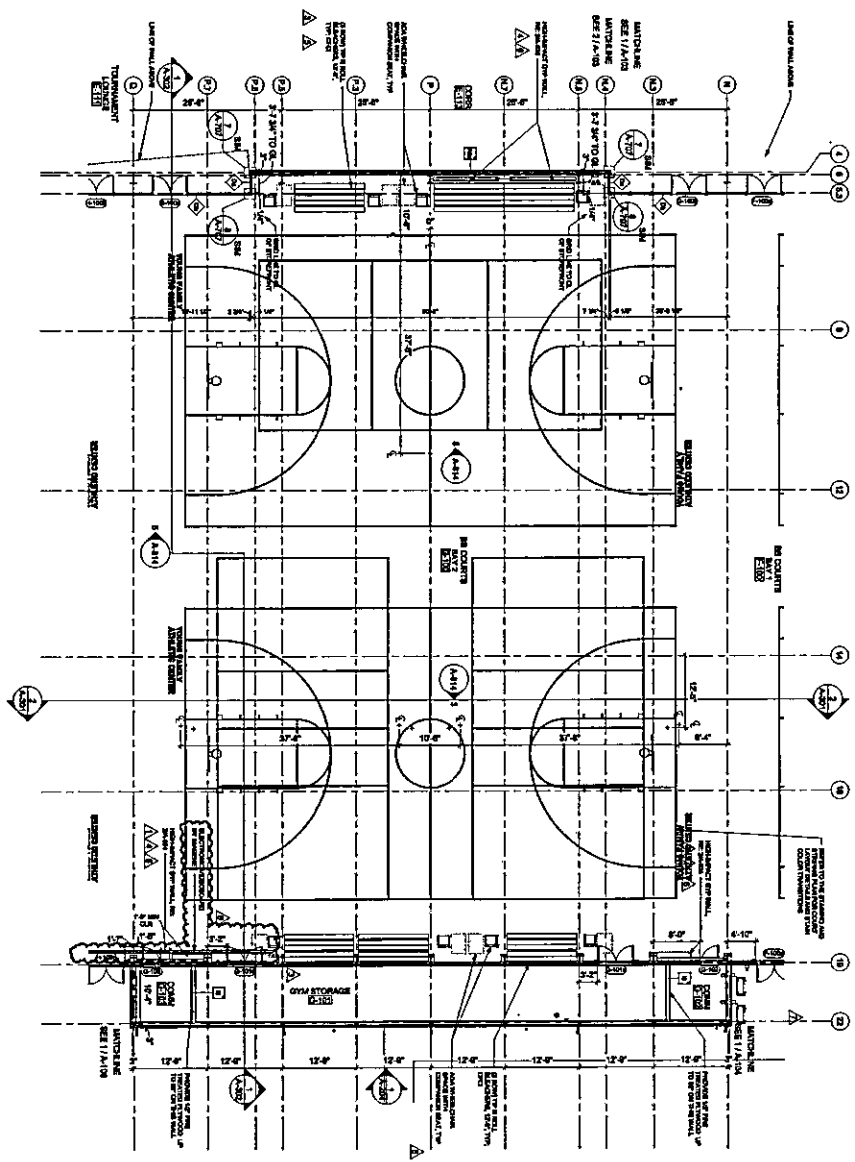


City of Norman
Young Family Athletics Center
 Norman, Oklahoma



BID PACKAGE 5
 A-101

1 GROUND FLOOR PLAN - SECTOR G
SCALE: 1/8" = 1'-0"



1	FOUNDATION
2	CONCRETE
3	STEEL
4	WOOD
5	GLASS
6	MECHANICAL
7	ELECTRICAL
8	PLUMBING
9	PAINT
10	FINISHES

BID PACKAGE 5
A-105

PROJECT NO.	100-000000
PROJECT NAME	YOUNG FAMILY ATHLETICS CENTER
PROJECT LOCATION	1000 N. MAIN ST., NORMAN, OKLAHOMA
PROJECT ARCHITECT	WILLIAMS BROS. ARCHITECTS, P.C.
PROJECT ENGINEER	JOHN W. BROWN, P.E.
DATE	08/14/13

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
1	CONCRETE			
2	STEEL			
3	WOOD			
4	GLASS			
5	MECHANICAL			
6	ELECTRICAL			
7	PLUMBING			
8	PAINT			
9	FINISHES			

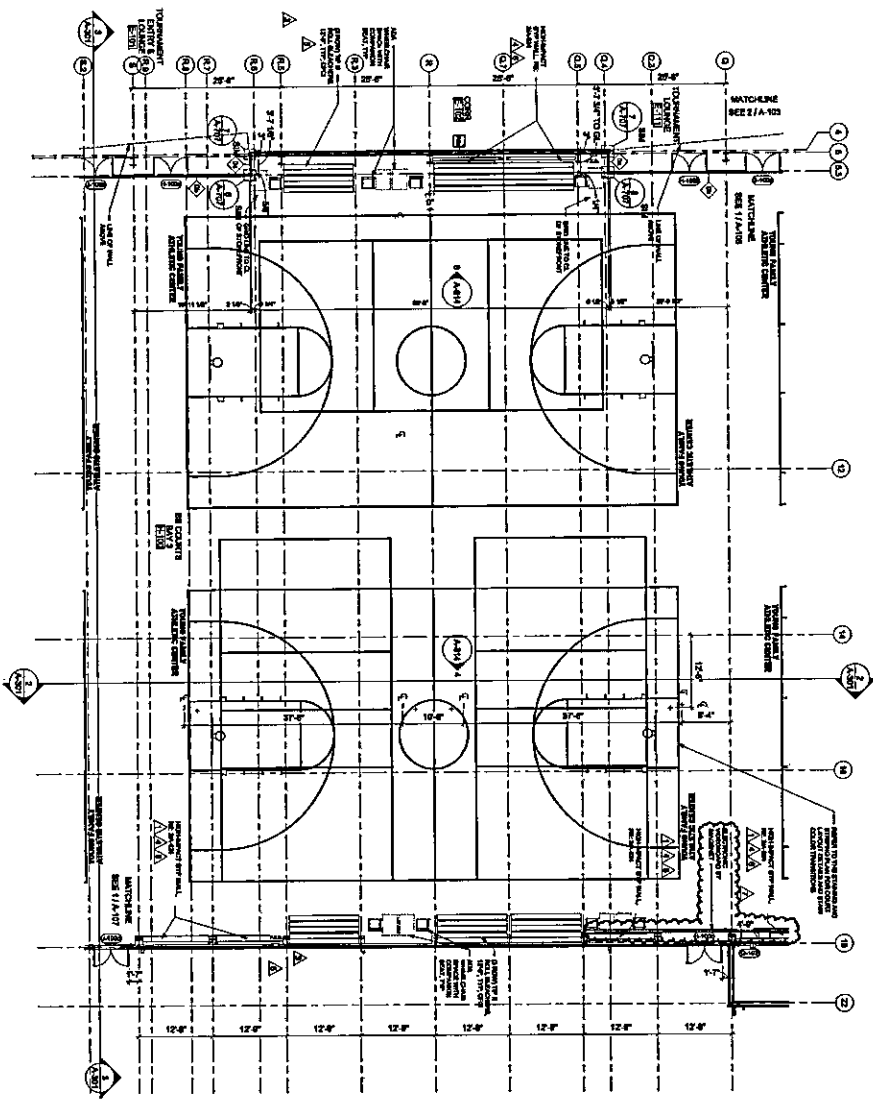


City of Norman
Young Family Athletics Center
Norman, Oklahoma



5011 Rowland Brown, Suite 200
Norman, OK 73109-1428
405-261-2311 Fax 405-261-2312

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1 GROUND FLOOR PLAN - SECTOR H
SCALE: 1/8" = 1'-0"



1	PROJECT	GROUND FLOOR PLAN
2	DATE	11/15/07
3	BY	...
4	CHECKED BY	...
5	APPROVED BY	...

BID PACKAGE 5
A-106

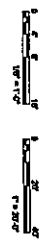
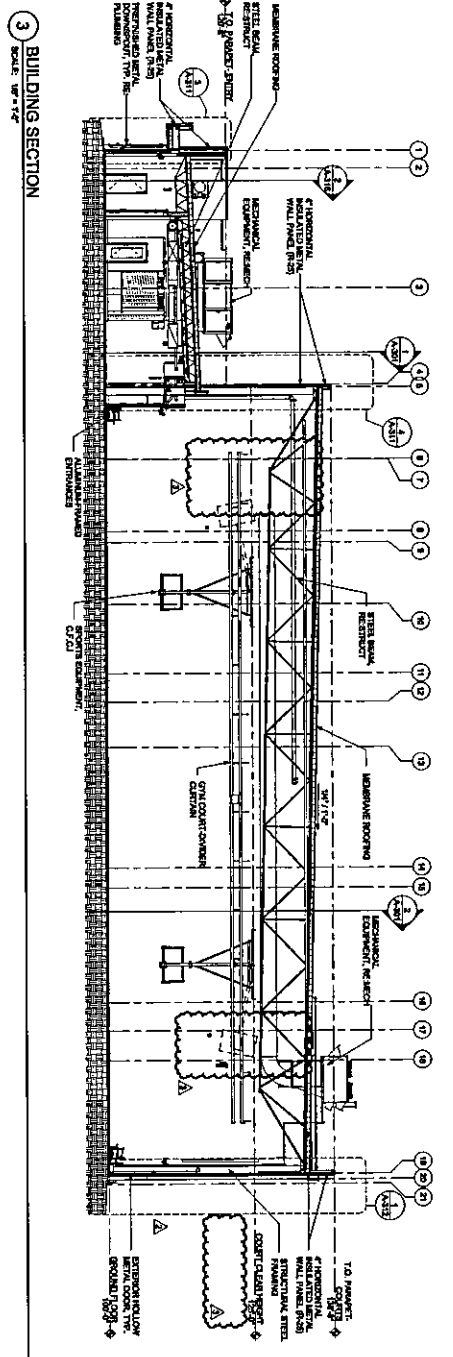
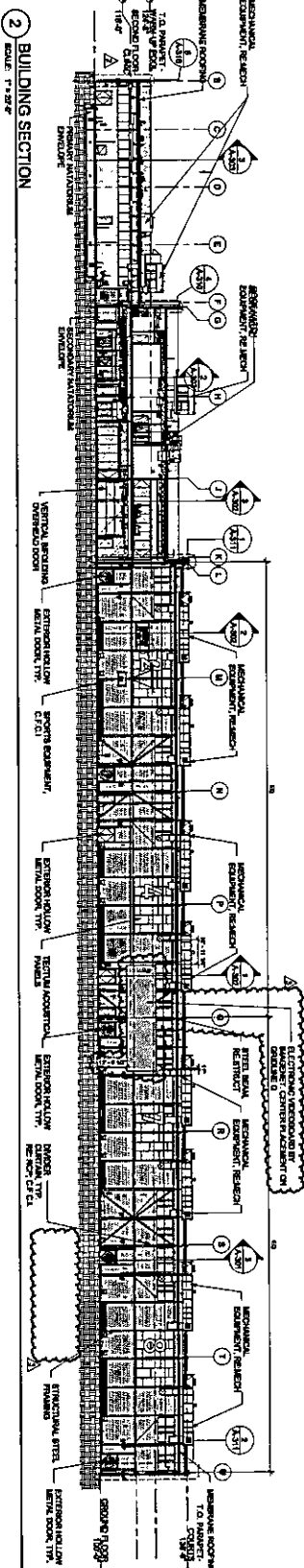
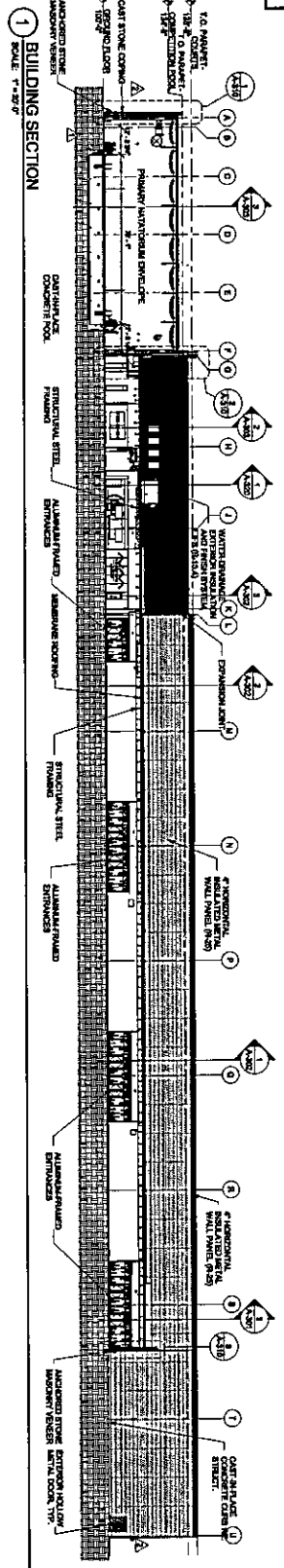
NO. 1	DESCRIPTION	UNIT	QTY	PRICE	TOTAL

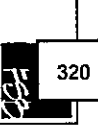
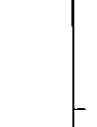




City of Norman
Young Family Athletics Center
 Norman, Oklahoma



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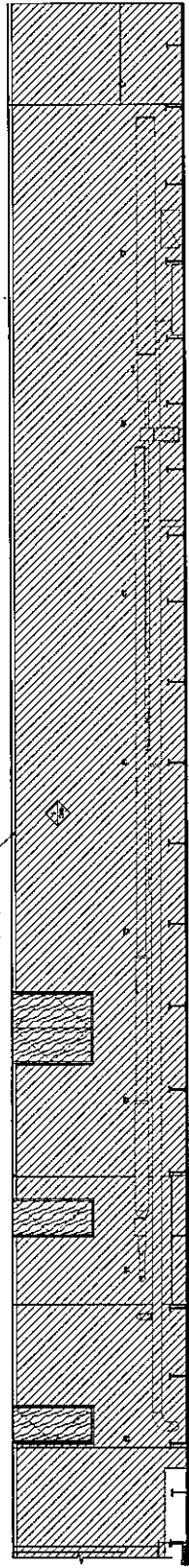
1001 Broadway, Norman, Oklahoma
 Norman, Oklahoma 73101-1001
 405.261.2300



 <p>City of Norman Young Family Athletics Center Norman, Oklahoma</p>					
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Contract No.	Date	Project Name	Contract Value	Contract Number

A-301
BID PACKAGE 5



GENERAL NOTES:

1. VERTICAL STRUCTURAL MEMBER ENDLINES TO BE SHOWN.
2. VERTICAL STRUCTURAL MEMBER ENDLINES AND WINDOW/DOOR ENDLINES TO BE SHOWN.
3. WALLS TO BE PAINTED PINK LIME PLASTER.
4. EXTERIOR FINISHES TO BE SHOWN.
5. ALL ROOF FINISHES TO BE SHOWN.
6. EXPOSED CLADDING TO BE SHOWN.

6 CORR C-117 - S

6 CORR C-117 - S

6 CORR C-117 - S

6 CORR C-117 - S

6 CORR C-117 - S

6 CORR C-117 - S

6 CORR C-117 - S

6 CORR C-117 - N

6 CORR C-117 - N

6 CORR C-117 - N

6 CORR C-117 - N

6 CORR C-117 - N

6 CORR C-117 - N

6 CORR C-117 - N

4 COMPETITION POOL - W

4 COMPETITION POOL - W

4 COMPETITION POOL - W

4 COMPETITION POOL - W

4 COMPETITION POOL - W

4 COMPETITION POOL - W

4 COMPETITION POOL - W

4 COMPETITION POOL - W

2 COMPETITION POOL - E

2 COMPETITION POOL - E

2 COMPETITION POOL - E

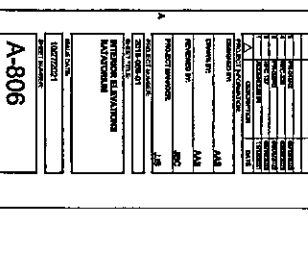
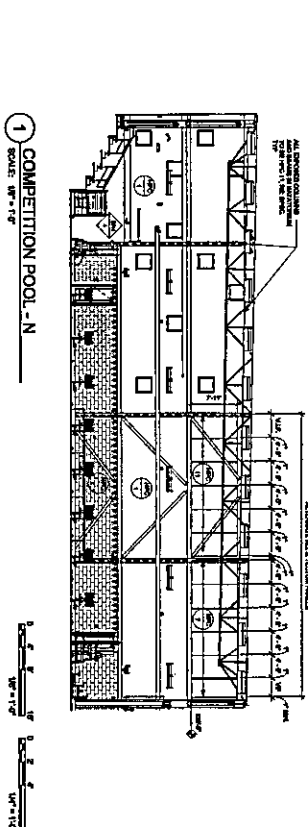
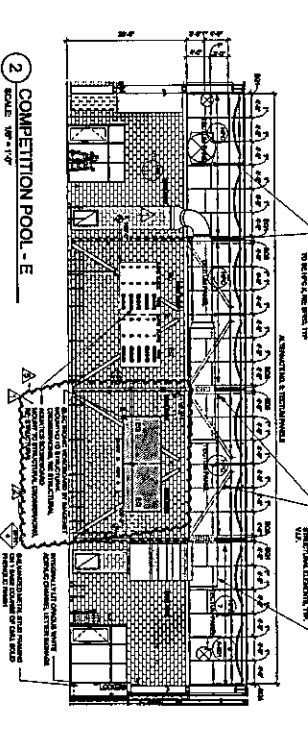
2 COMPETITION POOL - E

2 COMPETITION POOL - E

2 COMPETITION POOL - E

2 COMPETITION POOL - E

2 COMPETITION POOL - E



City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

JHBR
 ARCHITECTS

WTI
 ARCHITECTS

BS
 ARCHITECTS

City of Norman
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 Norman, Oklahoma

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 Young Family Athletics Center
 Norman, Oklahoma

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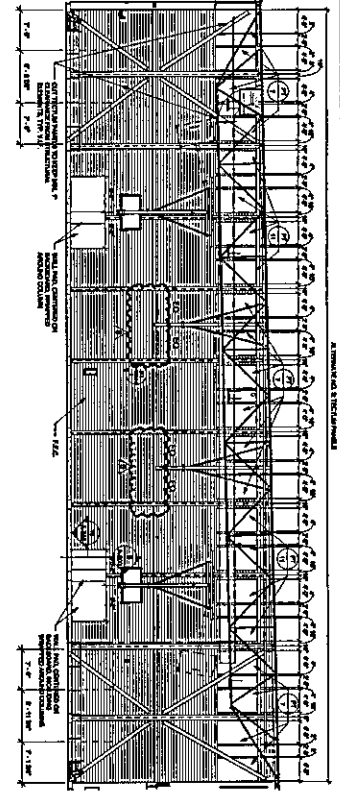
City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

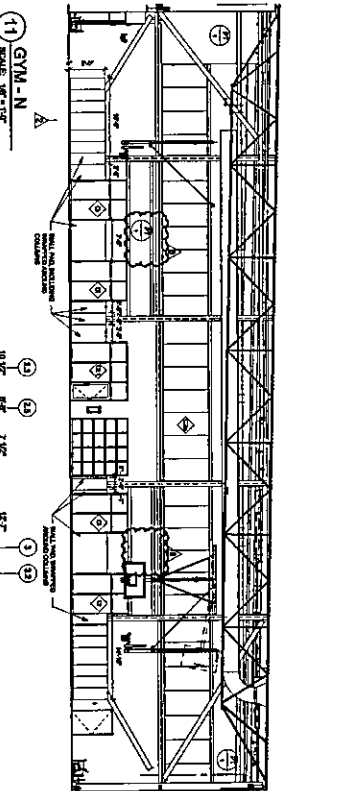
City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

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 Norman, Oklahoma

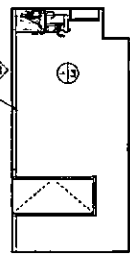
City of Norman
 Young Family Athletics Center
 Norman, Oklahoma



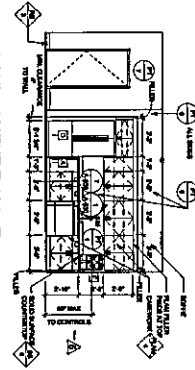
12 GYM - S
SCALE: 1/8" = 1'-0"



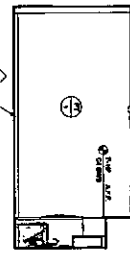
11 GYM - N
SCALE: 1/8" = 1'-0"



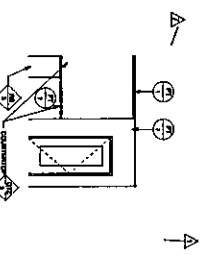
10 TOURNAMENT E-104 - S
SCALE: 1/8" = 1'-0"



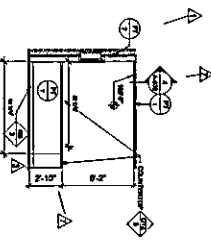
9 TOURNAMENT E-104 - E
SCALE: 1/8" = 1'-0"



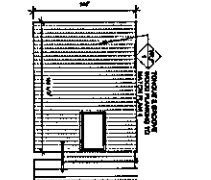
8 TOURNAMENT E-104 - N
SCALE: 1/8" = 1'-0"



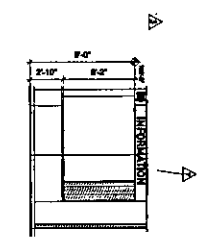
6 TICKETING E-103 - S
SCALE: 1/8" = 1'-0"



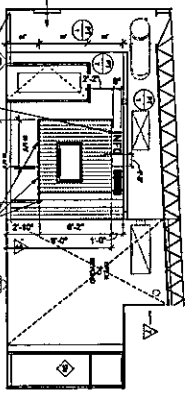
5 TICKETING - E-103 - E
SCALE: 1/8" = 1'-0"



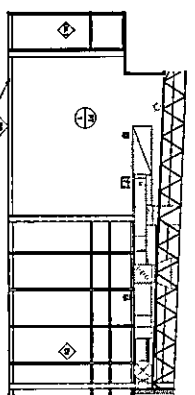
4 TICKETING E-103 - N
SCALE: 1/8" = 1'-0"



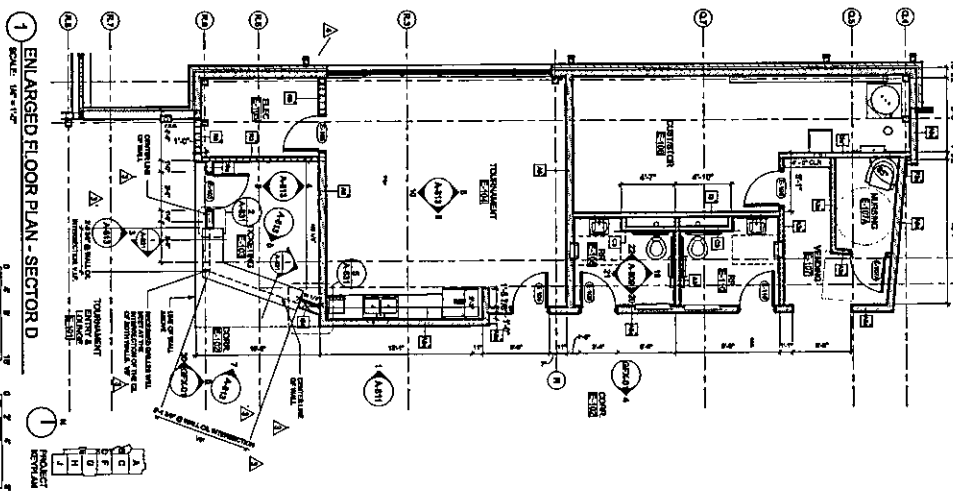
7 TICKETING DESK ELEVATION
SCALE: 1/8" = 1'-0"




3 TOURNAMENT ENTRY - N
SCALE: 1/8" = 1'-0"




2 TOURNAMENT ENTRY - S
SCALE: 1/8" = 1'-0"




1 ENLARGED FLOOR PLAN - SECTOR D
SCALE: 1/8" = 1'-0"




City of Norman
Young Family Athletics Center
Norman, Oklahoma






WTL
WATER TREATMENT LOGS



IHBR
INTEGRATED BUILDING RESOURCES



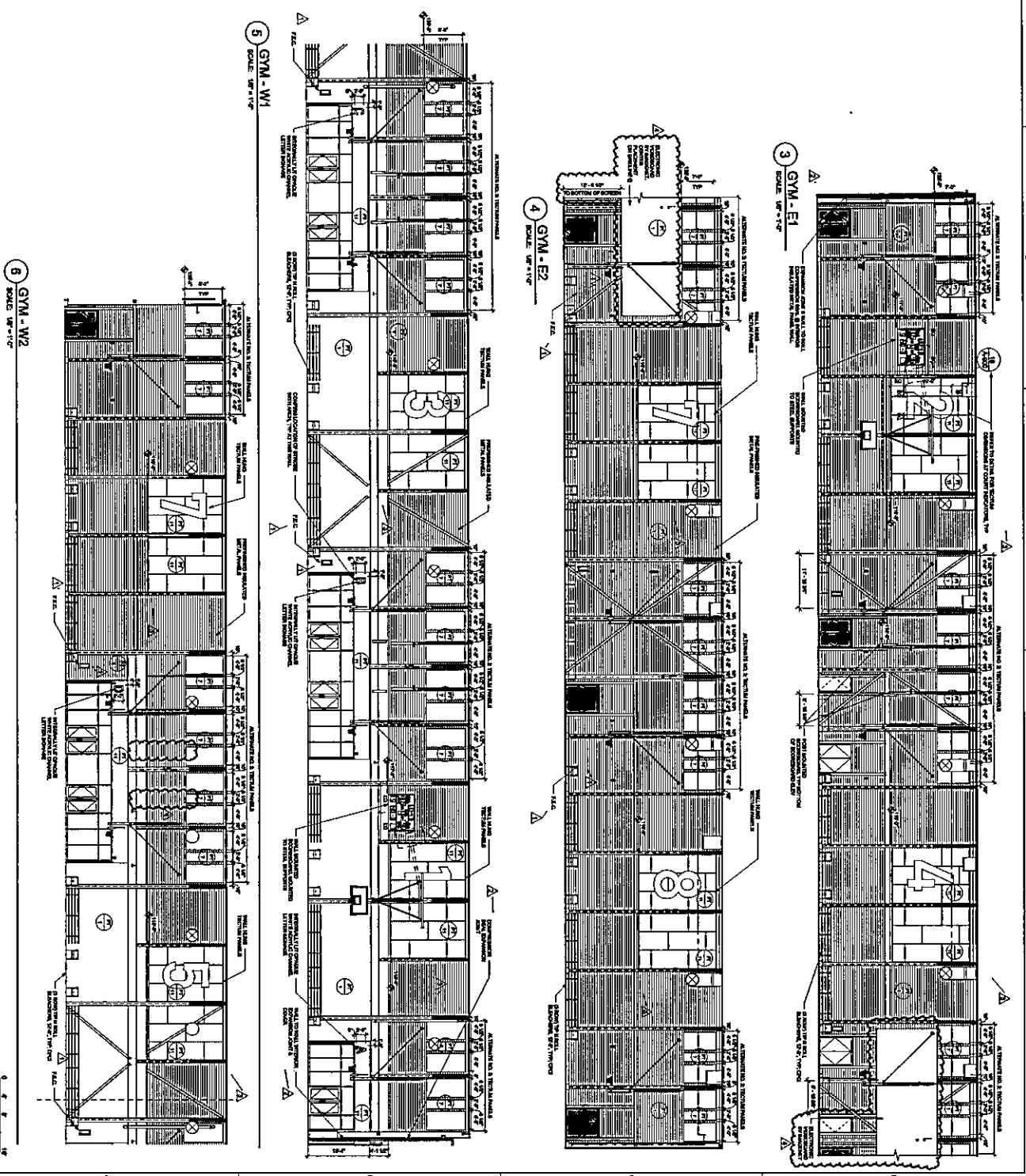
BSB
BIBER SEELY BERRY

322

5001 Rosemary Springs, Suite 300
Oklahoma City, OK 73114-5426
405.763.1111

PROJECT: YOUNG FAMILY ATHLETICS CENTER
DATE: 08/11/11
DRAWING NO.: 11-0000
SECTION: D
SCALE: 1/8" = 1'-0"

BID PACKAGE 5
A-813



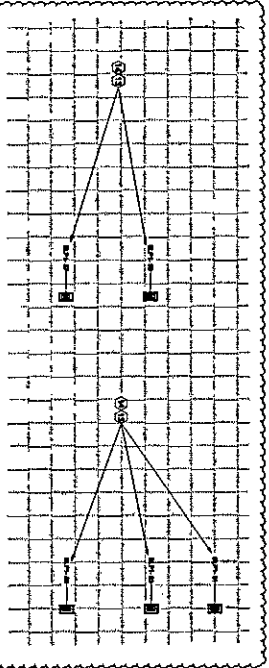
GENERAL NOTES	
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99.	SEE ARCHITECT'S GENERAL NOTES
100.	SEE ARCHITECT'S GENERAL NOTES

City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

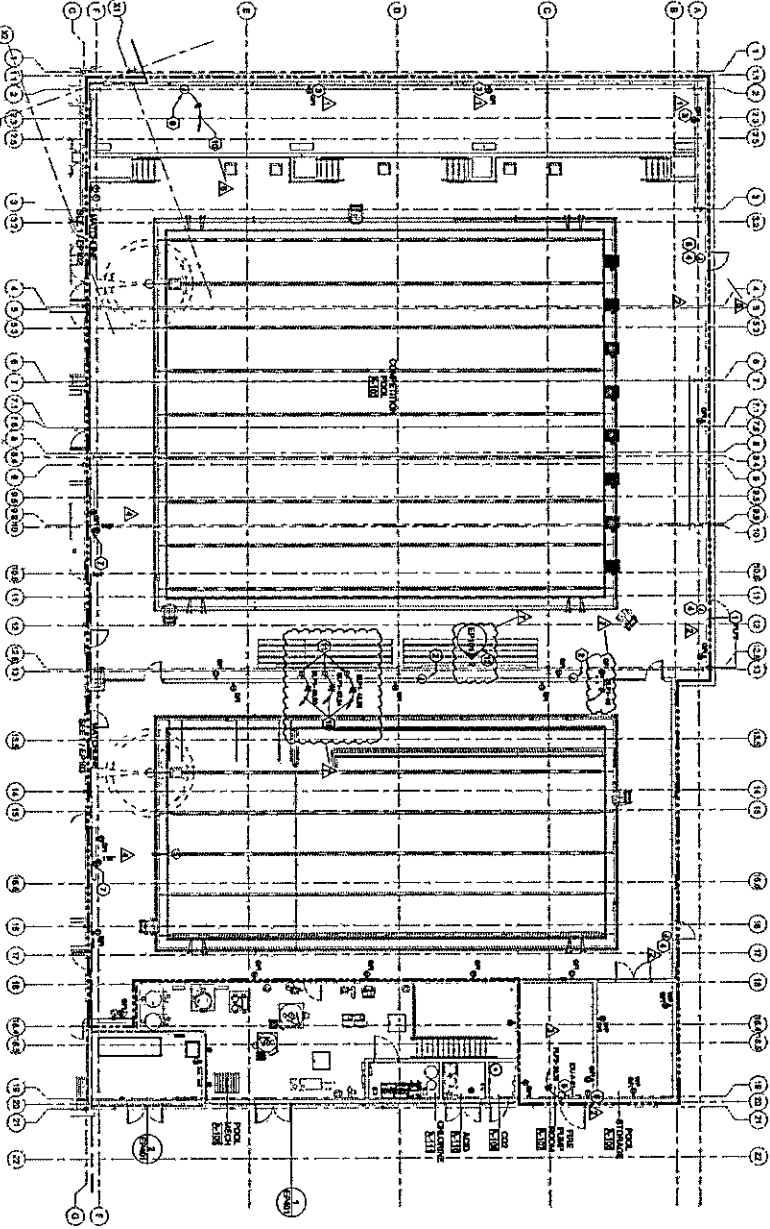


401 Responder Center, Suite 201
 Norman, OK 73109-1428
 405.261.2311

BID PACKAGE 5
 A-814



2 ELECTRICAL POWER PLAN ELEVATION - POOL SCOREBOARD
SCALE: 3/8" = 1'-0"



1 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR A
SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. POOL AREA ARE TO BE CONSIDERED COMPETING FOR CONTRACT. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.

○ SHEET KEYNOTES

1. POWER ALL ELECTRICAL SERVICES TO THIS PANEL FROM THE MAIN ELECTRICAL SERVICE.
2. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
4. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
5. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
6. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
7. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
8. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
9. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.
10. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.



324

3200 Grand Central Ave., Suite 100
Oklahoma City, Oklahoma 73106
(405) 521-1000

City of Norman
Young Family Athletics Center
Norman, Oklahoma

REVISION	DATE	DESCRIPTION
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EP101

BID PACKAGE 5

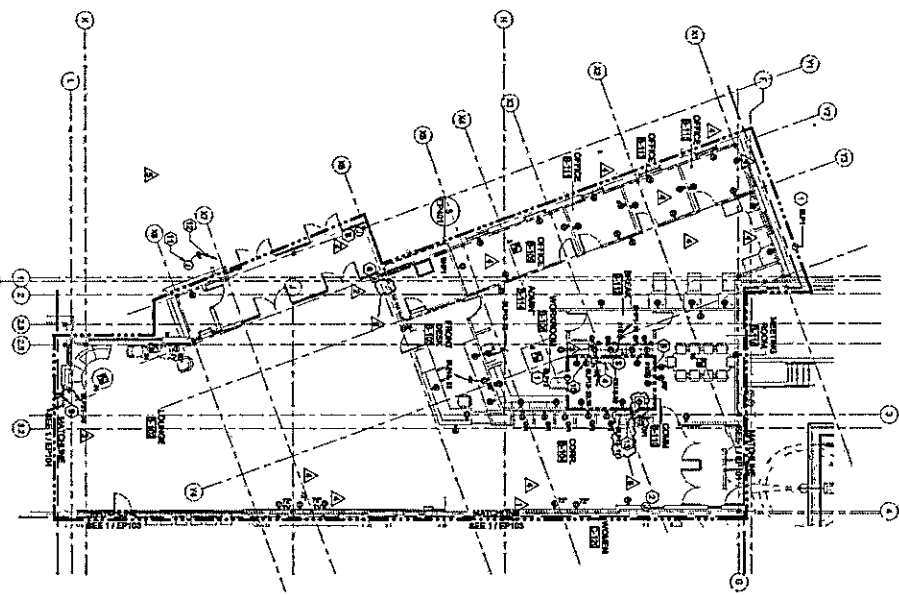
PROJECT: YOUNG FAMILY ATHLETICS CENTER

LOCATION: 3200 GRAND CENTRAL AVE., NORMAN, OKLAHOMA

DATE: 10/15/2003

SCALE: 1/8" = 1'-0"

1 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR B
SCALE: 1/8" = 1'-0"



GENERAL NOTES

A. ALL WORKSHOPS SHOWN ON THESE DRAWINGS ARE SUBJECT TO CHANGE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORKSHOPS AND EQUIPMENT TO BE INSTALLED. PROVIDE (1) HALF INCH DIA. HOLES FOR ALL PENETRATIONS THROUGH CONCRETE SLABS AND WALLS. PROVIDE (2) HALF INCH DIA. HOLES FOR ALL PENETRATIONS THROUGH METAL DECKING. PROVIDE (3) HALF INCH DIA. HOLES FOR ALL PENETRATIONS THROUGH METAL DECKING. PROVIDE (4) HALF INCH DIA. HOLES FOR ALL PENETRATIONS THROUGH METAL DECKING.

SHEET KEYNOTES

1. POWER ALL ELECTRICAL SERVICE TO THE PANEL.
2. PROVIDE ALL ELECTRICAL SERVICE TO THE PANEL.
3. PROVIDE ALL ELECTRICAL SERVICE TO THE PANEL.
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24. PROVIDE ALL ELECTRICAL SERVICE TO THE PANEL.



325
 801 Franklin Square, Suite 200
 Norman, Oklahoma 73069
 (405) 833-3333
 www.ksre.com

KSRE
 KANSAS STATE
 ELECTRICAL
 ENGINEERS

JHBR
 ELECTRICAL

WTT

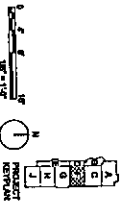
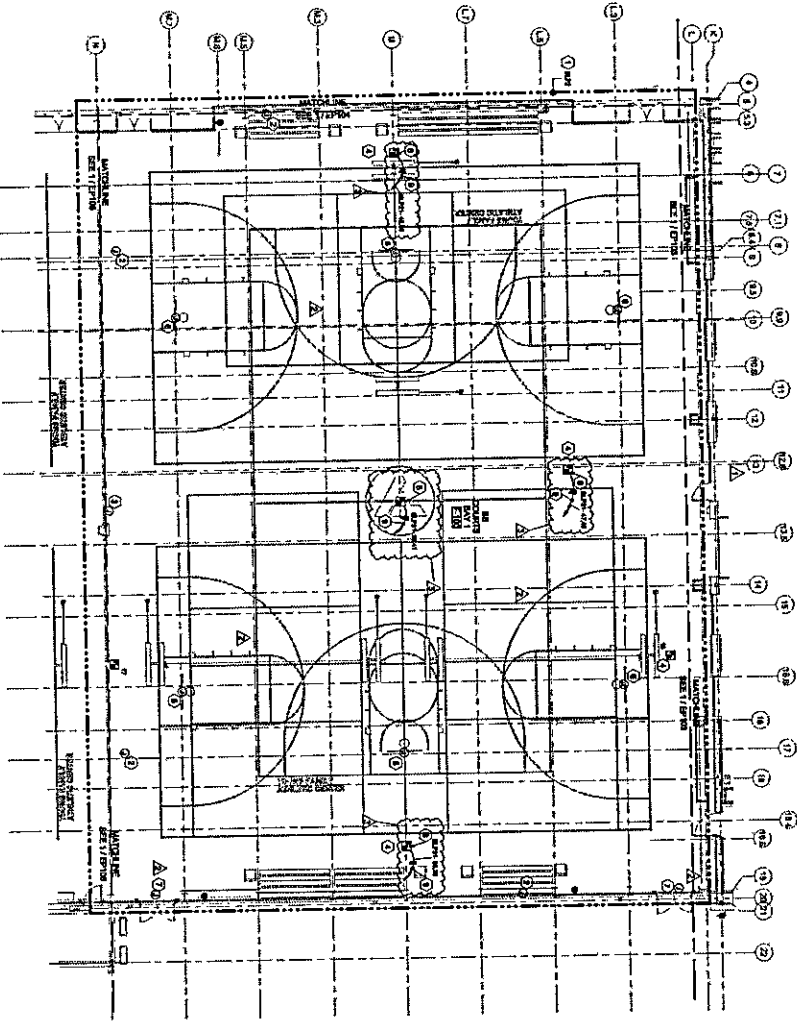
OKLAHOMA
 ELECTRICAL ENGINEERS
 ASSOCIATION

City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR BIDDING	08/20/21	JLS
2	REVISION		
3	REVISION		
4	REVISION		
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7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

EP102
 BID PACKAGE 5

1 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR F
SCALE: 1/8" = 1'-0"





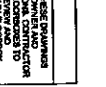




GENERAL NOTES

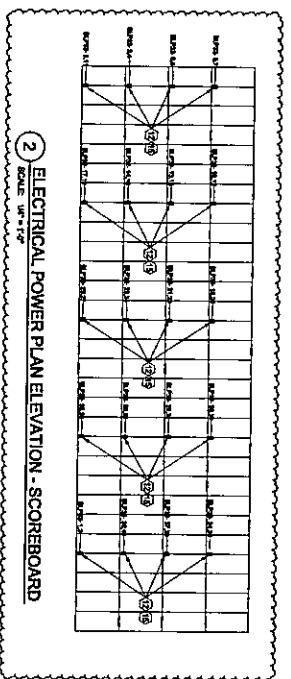
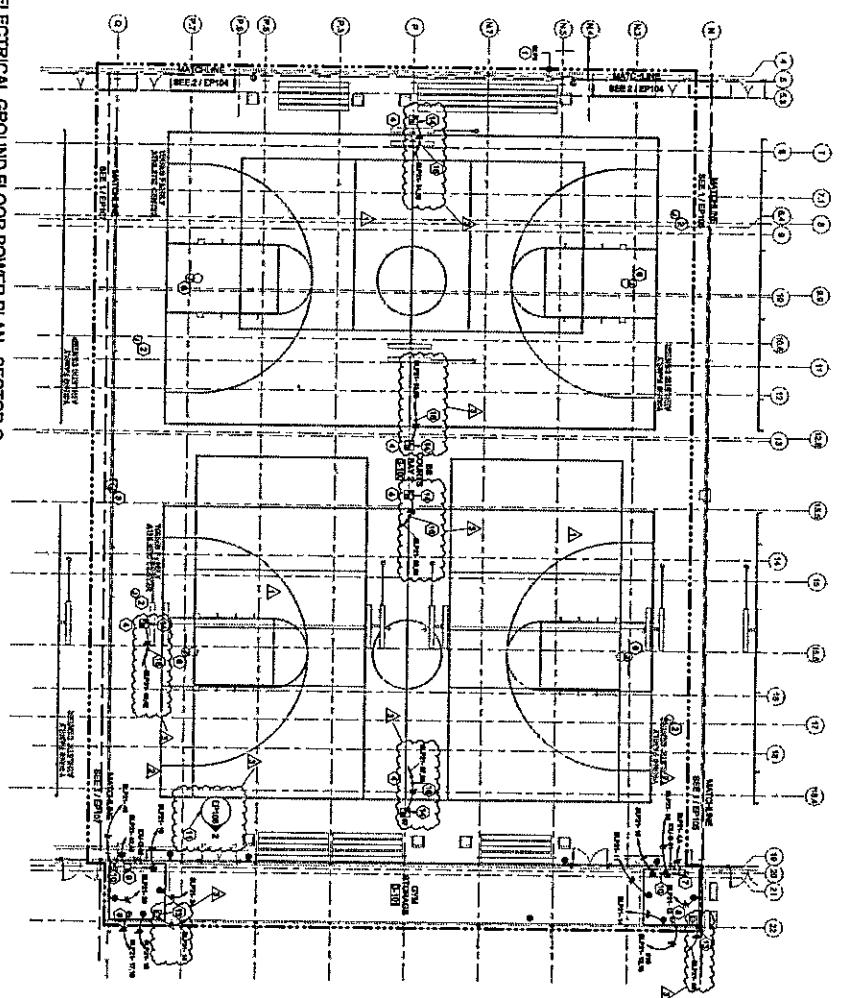
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS).
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS).
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS).
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9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS).
10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS).

SHEET KEYNOTES

1. POWER ALL ELECTRICAL SYMBOLS TO THE PANEL.
2. INDICATE EXACT LOCATION OF PANEL.
3. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS.
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 City of Norman Young Family Athletics Center Norman, Oklahoma	 OCT 19 1903	 WTL CONTRACT ENGINEERS, INC.	 JHBR ARCHITECTS	 IBS ELECTRICAL	 PARKER MILLER ELECTRIC INVESTMENT	 327
<p>3277 Broadway, Oklahoma City, Oklahoma 73104 (405) 241-1800 www.parker-miller.com</p>						
<p>GENERAL NOTES</p> <ol style="list-style-type: none"> 1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS). 						
<p>SHEET KEYNOTES</p> <ol style="list-style-type: none"> 1. POWER ALL ELECTRICAL SYMBOLS TO THE PANEL. 2. INDICATE EXACT LOCATION OF PANEL. 3. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 4. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 5. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 6. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 7. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 8. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 9. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 10. INDICATE EXACT LOCATION AND IDENTIFY ALL ELECTRICAL SYMBOLS. 						
<p>PROJECT INFORMATION</p> <p>PROJECT: EP105</p> <p>OWNER: City of Norman</p> <p>DESIGNER: JHBR</p> <p>DATE: 11/17/18</p> <p>SCALE: 1/8" = 1'-0"</p> <p>SHEET: 1</p> <p>TOTAL SHEETS: 5</p>						

1 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR G
SCALE: 1/8" = 1'-0"

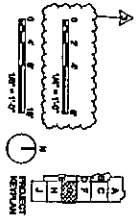


GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

SHEET KEYNOTES

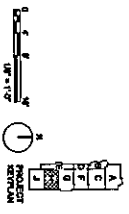
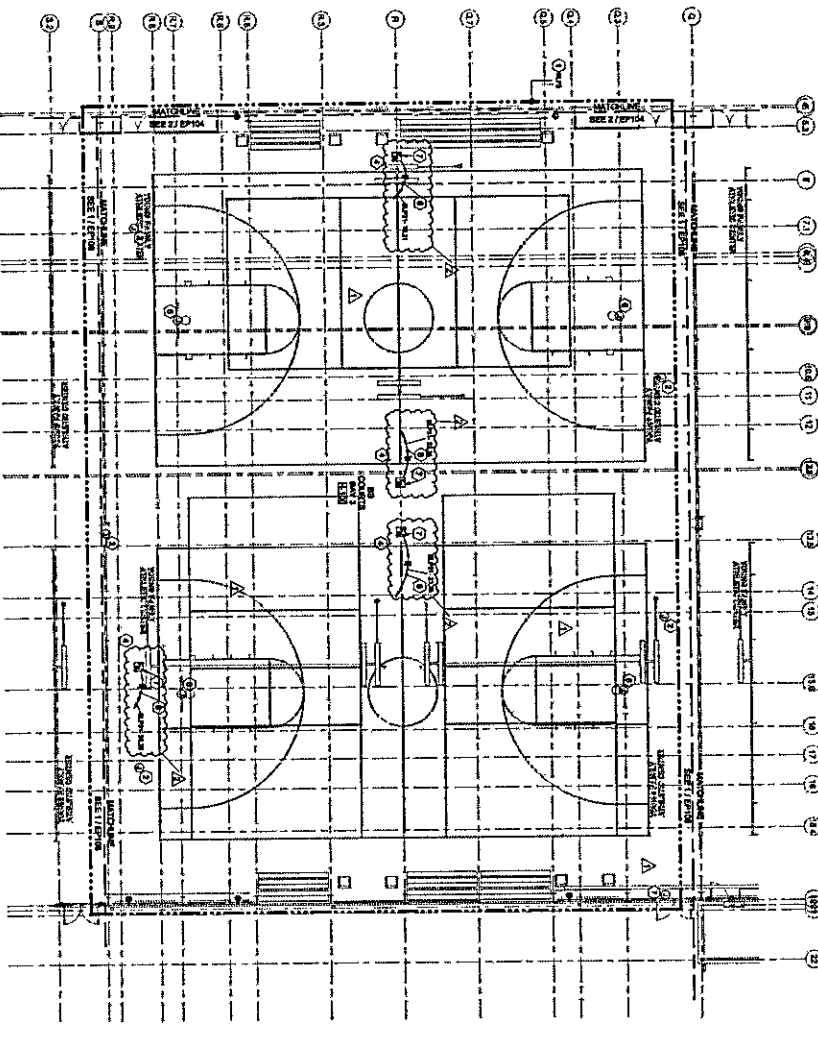
1. POWER ALL ELECTRICAL SYMBOLS TO THIS PLAN.
2. INDICATE THE LOCATION OF ALL ELECTRICAL EQUIPMENT.
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City of Norman
Young Family Athletics Center
Norman, Oklahoma



1 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR H
SCALE: 1/8" = 1'-0"



GENERAL NOTES

1. ALL WORKSHOPS IN ROOM ON THESE DRAWINGS SHALL BE FOR ELECTRICAL CONTRACTOR'S USE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

SHEET KEYNOTES

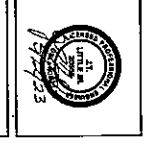
1. PANELS ALL ELECTRICAL SERVICES TO THIS PANEL.
2. ALL WIRING SHALL BE TO THE ELECTRICAL SERVICE.
3. ALL WIRING SHALL BE TO THE ELECTRICAL SERVICE.
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BID PACKAGE 5

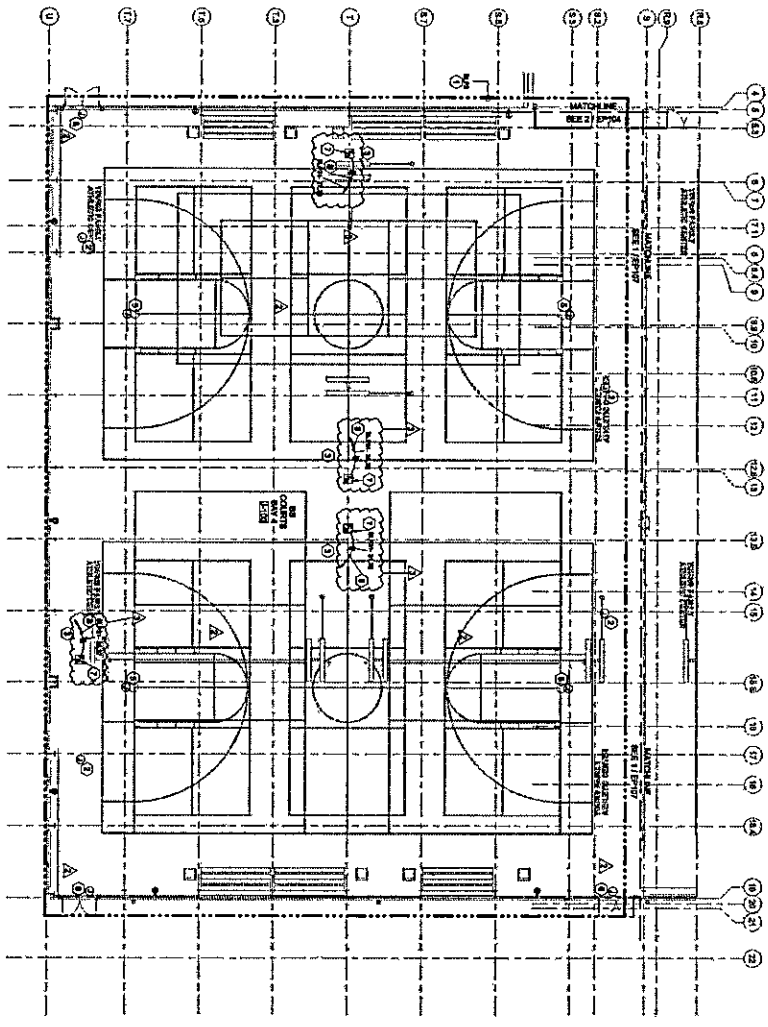
EP107

NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR H	SHEET	1		

City of Norman
Young Family Athletics Center
Norman, Oklahoma



1 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR J
SCALE: 1/8" = 1'-0"

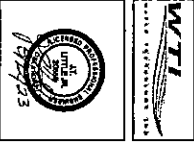
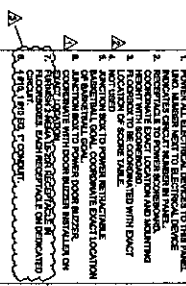


GENERAL NOTES

A. ALL CONDITIONS SHOWN ON THESE DRAWINGS SHALL BE CONSIDERED TO BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND LOCATIONS OF EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT TO BE REMOVED OR RELOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK SHOWN ON THESE DRAWINGS.

SHEET KEYNOTES

1. POWER ALL ELECTRICAL SERVICES TO THE PANEL AND/OR SERVICE TO THE ELECTRICAL SERVICE SHALL BE INSTALLED TO THE PANEL AND/OR SERVICE TO THE ELECTRICAL SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK SHOWN ON THESE DRAWINGS.

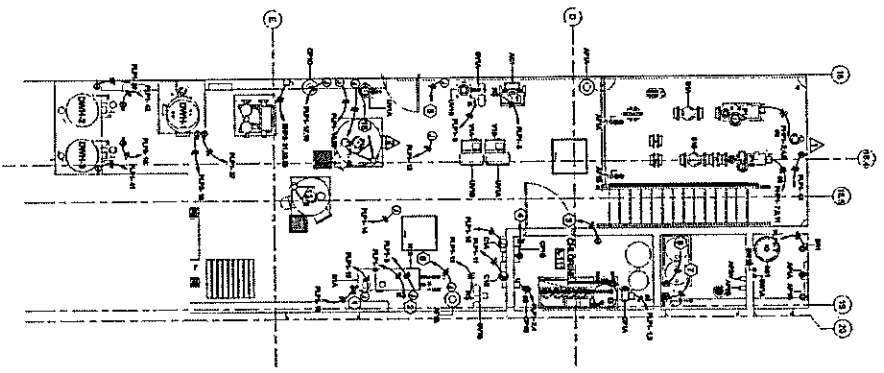


City of Norman
Young Family Athletics Center
Norman, Oklahoma

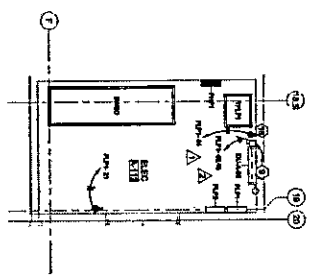
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4	REVISED PER COMMENTS	08/15/23	JHS
5	REVISED PER COMMENTS	08/15/23	JHS
6	REVISED PER COMMENTS	08/15/23	JHS
7	REVISED PER COMMENTS	08/15/23	JHS
8	REVISED PER COMMENTS	08/15/23	JHS
9	REVISED PER COMMENTS	08/15/23	JHS
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24	REVISED PER COMMENTS	08/15/23	JHS
25	REVISED PER COMMENTS	08/15/23	JHS
26	REVISED PER COMMENTS	08/15/23	JHS
27	REVISED PER COMMENTS	08/15/23	JHS
28	REVISED PER COMMENTS	08/15/23	JHS
29	REVISED PER COMMENTS	08/15/23	JHS
30	REVISED PER COMMENTS	08/15/23	JHS

EP108
BID PACKAGES 5

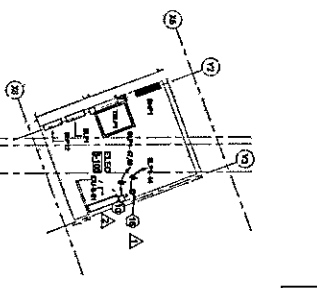
1 ENLARGED POOL EQUIPMENT ROOMS
SCALE: 1/4" = 1'-0"



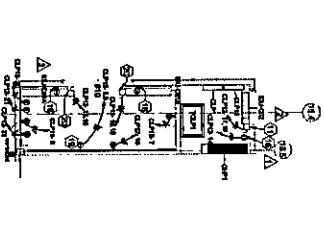
2 ENLARGED ELECTRICAL ROOM A-112
SCALE: 3/4" = 1'-0"



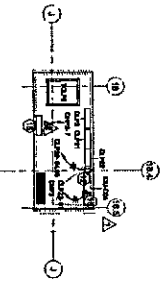
3 ENLARGED ELECTRICAL ROOM B-105
SCALE: 3/4" = 1'-0"



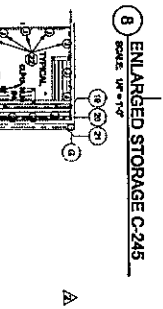
4 ENLARGED ELECTRICAL ROOM C-117 & IT C-114
SCALE: 3/4" = 1'-0"



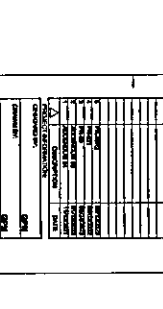
5 ENLARGED ELECTRICAL ROOM C-247
SCALE: 3/4" = 1'-0"



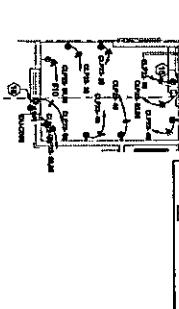
6 ENLARGED ELECTRICAL ROOM D-106
SCALE: 3/4" = 1'-0"



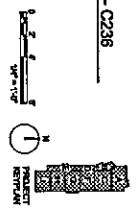
7 ENLARGED ELECTRICAL ROOM E-105
SCALE: 3/4" = 1'-0"



8 ENLARGED STORAGE C-245
SCALE: 3/4" = 1'-0"



9 ENLARGED SAUNA - C-236
SCALE: 3/4" = 1'-0"



GENERAL NOTES
 1. ALL POOL EQUIPMENT SHALL BE INSTALLED AND OPERATED WITH POOL CONTRACTOR.
 2. ALL POOL EQUIPMENT SHALL BE INSTALLED AT THE POOL CONTRACTOR'S RISK AND LIABILITY.
 3. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 4. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
 5. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.

- SHEET KEYNOTES**
1. POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 2. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
 3. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
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 5. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
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 15. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
 16. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 17. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
 18. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
 19. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 20. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
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 23. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
 24. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.

City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

331

WTTI
 JHBR
 HBRB
 BS
 BIEEG
 BIEEG
 BIEEG
 BIEEG

500 Parkside Dr. Ok 73103-1200
 (405) 842-5100
 (405) 842-5101
 (405) 842-5102

EP401
 BID PACKAGE 5

Item 24.

Switchboard SHRD
 Landed: 8/27/18
 Landed: 8/27/18
 Landed: 8/27/18

Item No.	Quantity	Description	Unit	Price	Total
1	1	Switchboard SHRD	EA	0.00	0.00

Branch Panel: CIP1
 Landed: 8/27/18
 Landed: 8/27/18
 Landed: 8/27/18

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP1	EA	0.00	0.00

Branch Panel: CIP2
 Landed: 8/27/18
 Landed: 8/27/18
 Landed: 8/27/18

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP2	EA	0.00	0.00

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: SHRD	EA	0.00	0.00

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP1	EA	0.00	0.00

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP2	EA	0.00	0.00

Branch Panel: SHRD
 Landed: 8/27/18
 Landed: 8/27/18
 Landed: 8/27/18

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: SHRD	EA	0.00	0.00

Branch Panel: CIP2
 Landed: 8/27/18
 Landed: 8/27/18
 Landed: 8/27/18

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP2	EA	0.00	0.00






Branch Panel: CIP1
 Landed: 8/27/18
 Landed: 8/27/18
 Landed: 8/27/18

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP1	EA	0.00	0.00

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: SHRD	EA	0.00	0.00

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP2	EA	0.00	0.00

Item No.	Quantity	Description	Unit	Price	Total
1	1	Branch Panel: CIP1	EA	0.00	0.00

333	 City of Norman Young Family Athletics Center Norman, Oklahoma	 MTI Electric	 JHBR Electric	 SBS Electric	 SBS Electric
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EP701
 BID PACKAGE 5

Branch Panel: CLP1

Location: 42813
Quantity: 1
Unit: 1000 sq ft
Bid Item: 2000

Item	Description	Unit	Quantity	Unit Price	Total Price
1	... (text mostly illegible)				
...	...				
...	...				
...	...				

Branch Panel: BLP1

Location: 42813
Quantity: 1
Unit: 1000 sq ft
Bid Item: 2000

Item	Description	Unit	Quantity	Unit Price	Total Price
1	...				
...	...				
...	...				
...	...				

Branch Panel: CLP2

Location: 42813
Quantity: 1
Unit: 1000 sq ft
Bid Item: 2000

Item	Description	Unit	Quantity	Unit Price	Total Price
1	...				
...	...				
...	...				
...	...				

Branch Panel: BLP2

Location: 42813
Quantity: 1
Unit: 1000 sq ft
Bid Item: 2000

Item	Description	Unit	Quantity	Unit Price	Total Price
1	...				
...	...				
...	...				
...	...				

Branch Panel: CLP3

Location: 42813
Quantity: 1
Unit: 1000 sq ft
Bid Item: 2000

Item	Description	Unit	Quantity	Unit Price	Total Price
1	...				
...	...				
...	...				
...	...				

Branch Panel: BLP3

Location: 42813
Quantity: 1
Unit: 1000 sq ft
Bid Item: 2000

Item	Description	Unit	Quantity	Unit Price	Total Price
1	...				
...	...				
...	...				
...	...				

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PSB

IBS SPECIALTY

JHBR

MTI

City of Norman Young Family Athletics Center Norman, Oklahoma

Category	Item	Quantity	Unit Price	Total Price
CIVIL

EP703
BID PACKAGE 5

Item 24.

Branch Panel: BLP21	Branch Panel: BLP2	Branch Panel: BLP3	Branch Panel: BLP4																																																
<p>Branch Panel: BLP21 Location: BLP 21 Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 1 All Steel All Welded All Bolted All Galvanized</p>	<p>Branch Panel: BLP2 Location: BLP 2 Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 2 All Steel All Welded All Bolted All Galvanized</p>	<p>Branch Panel: BLP3 Location: BLP 3 Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 3 All Steel All Welded All Bolted All Galvanized</p>	<p>Branch Panel: BLP4 Location: BLP 4 Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 4 All Steel All Welded All Bolted All Galvanized</p>																																																
<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes	<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes	<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes	<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes
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Branch Panel: BLR	Branch Panel: BLP2																								
<p>Branch Panel: BLR Location: BLR Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 1 All Steel All Welded All Bolted All Galvanized</p>	<p>Branch Panel: BLP2 Location: BLP 2 Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 2 All Steel All Welded All Bolted All Galvanized</p>																								
<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes	<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes
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Branch Panel: BLR	Branch Panel: BLP2																								
<p>Branch Panel: BLR Location: BLR Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 1 All Steel All Welded All Bolted All Galvanized</p>	<p>Branch Panel: BLP2 Location: BLP 2 Address: 1000 N. Main St City: Norman, OK 73069 Phone: (405) 325-1234</p> <p>Made in America Model 2 All Steel All Welded All Bolted All Galvanized</p>																								
<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes	<table border="1"> <tr><th>Part Description</th><th>Part Number</th><th>QTY</th><th>Unit Price</th><th>Total Price</th><th>Notes</th></tr> <tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr> </table>	Part Description	Part Number	QTY	Unit Price	Total Price	Notes
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2017 Oklahoma State Board of Examiners
400 N. Main Street
Norman, Oklahoma 73069
www.okstateboard.com







City of Norman
Young Family Athletics Center
Norman, Oklahoma



EP704
BID PACKAGE 5

WARRANTY:
1 YEAR LIMITED
5 YEAR LIMITED

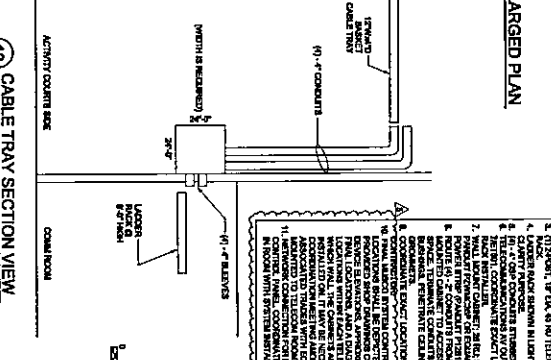
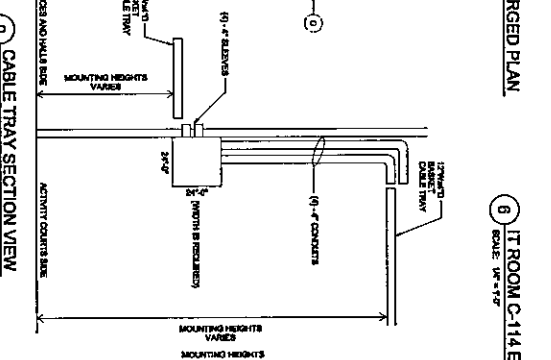
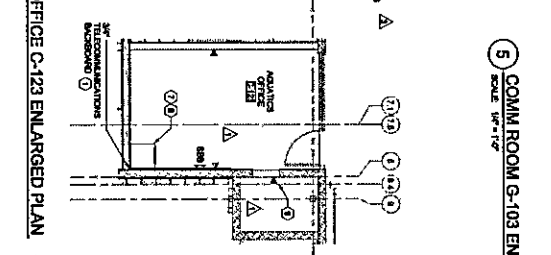
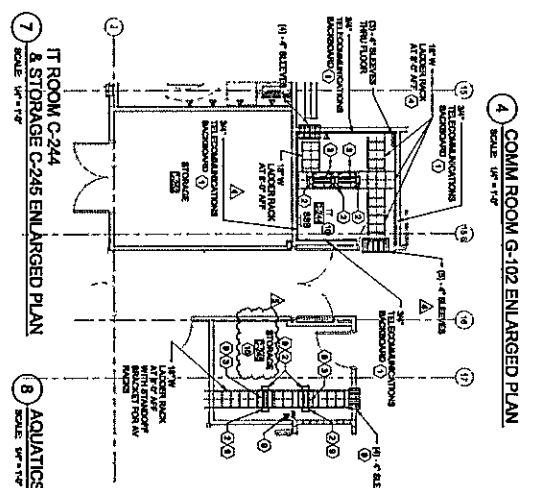
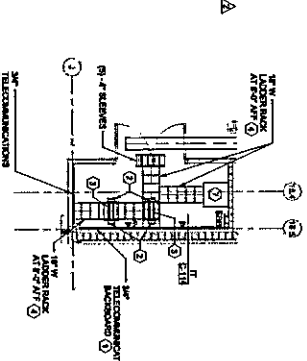
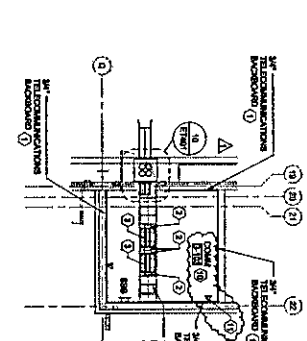
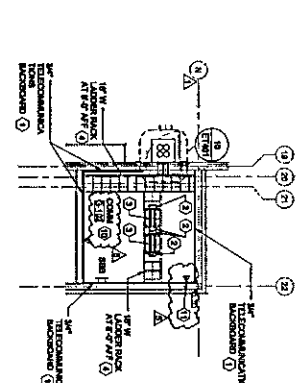
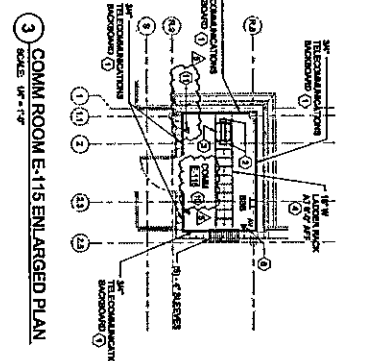
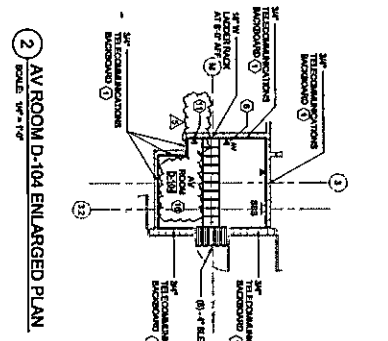
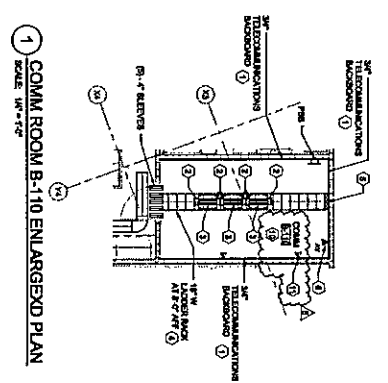
DETAILS:

BRAND: ...

MANUFACTURER: ...

MODEL: ...

DATE: ...

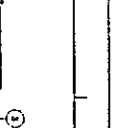


- GENERAL NOTES**
1. ANY NUMBER REFERRED TO THESE NOTES ARE REFERRED TO IN THE CONTRACT DOCUMENTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK TO BE PERFORMED UNDER THIS CONTRACT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK TO BE PERFORMED UNDER THIS CONTRACT.
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- SHEET KEYNOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF NORMAN SPECIFICATIONS.
 2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK TO BE PERFORMED UNDER THIS CONTRACT.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK TO BE PERFORMED UNDER THIS CONTRACT.
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1

NO.	DESCRIPTION	QTY	UNIT
1	TELECOMMUNICATIONS BACKBOARDS	1	EA
2	1/2\"	1	EA
3	1/2\"	1	EA
4	1/2\"	1	EA
5	1/2\"	1	EA
6	1/2\"	1	EA
7	1/2\"	1	EA
8	1/2\"	1	EA
9	1/2\"	1	EA
10	1/2\"	1	EA



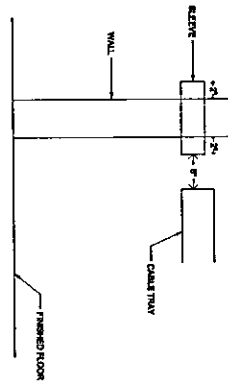
City of Norman
Young Family Athletics Center
Norman, Oklahoma

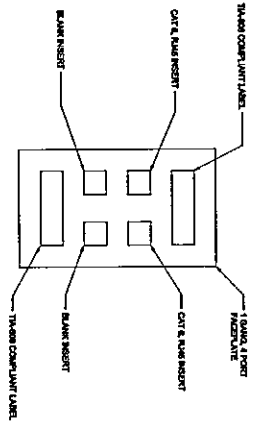
340

ET401

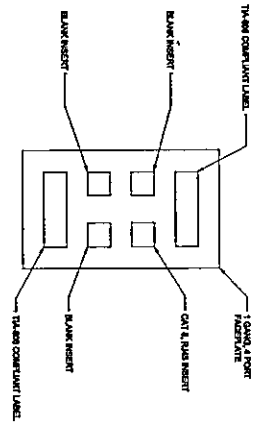
BID PACKAGE 5



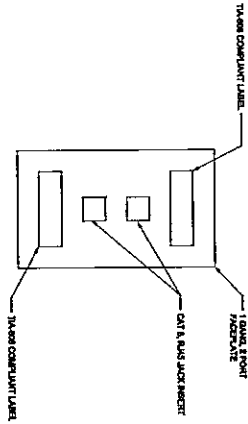
1 TYPICAL SLEEVE THRU WALL DETAIL
SCALE: NTS



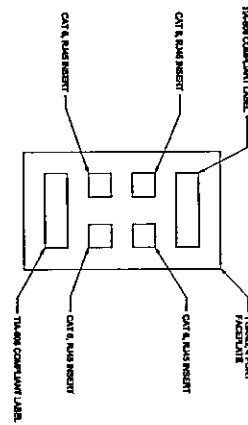
2 STANDARD TELECOMMUNICATIONS OUTLET FACEPLATE DETAIL
SCALE: NTS



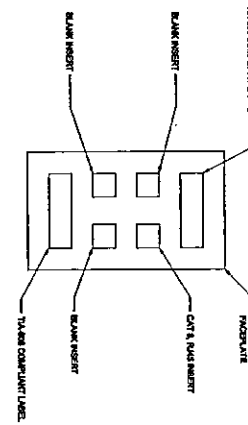
3 STANDARD DISPLAY OUTLET FACEPLATE DETAIL
SCALE: NTS



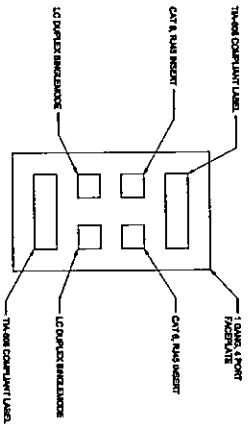
4 STANDARD WAP OUTLET FACE PLATE DETAIL
SCALE: NTS



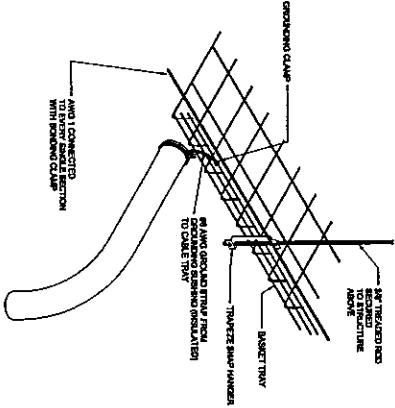
5 POOL LANE TIMING SYSTEM OUTLET FACEPLATE DETAIL
SCALE: NTS



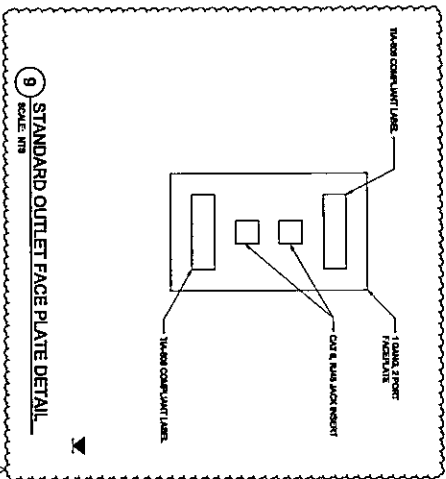
6 TYPICAL CCTV OUTLET FACEPLATE DETAIL
SCALE: NTS



7 TYPICAL AV OUTLET FACEPLATE DETAIL
SCALE: NTS



8 TYPICAL CONDUIT CONNECTION TO BASKET TRAY
SCALE: NTS

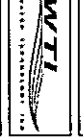


9 STANDARD OUTLET FACE PLATE DETAIL
SCALE: NTS

BID PACKAGE 5

PROJECT NO.	
PROJECT NAME	
OWNER	
DESIGNER	
CONTRACT NO.	
DATE	
REVISED	
BY	
DATE	
APPROVED	
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BY	
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City of Norman
Young Family Athletics Center
Norman, Oklahoma





Proposal Request Transmittal

Item 24.

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT	Norman PRD - Multi-Sport & Aquatics FSB2018-069-01	DATE SENT	5/15/2023
SUBJECT	VIDEO BOARD	PROPOSAL REQUEST ID	PR-045 R3
TYPE	Proposal Request	TRANSMITTAL ID	02246
PURPOSE	For Review and Response	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Mascorro	GE Johnson Construction Company United States	Mascorroa@gejohnson.com	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842-9556 298
Dustin Blalock		dustinblalock@jhbr.com	(405) 526-0280
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	(405) 840-2931 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson.com	
Meg Paus	FSB	mpaus@fsb-ae.com	(405) 842-

Proposal Request Transmittal

Item 24.

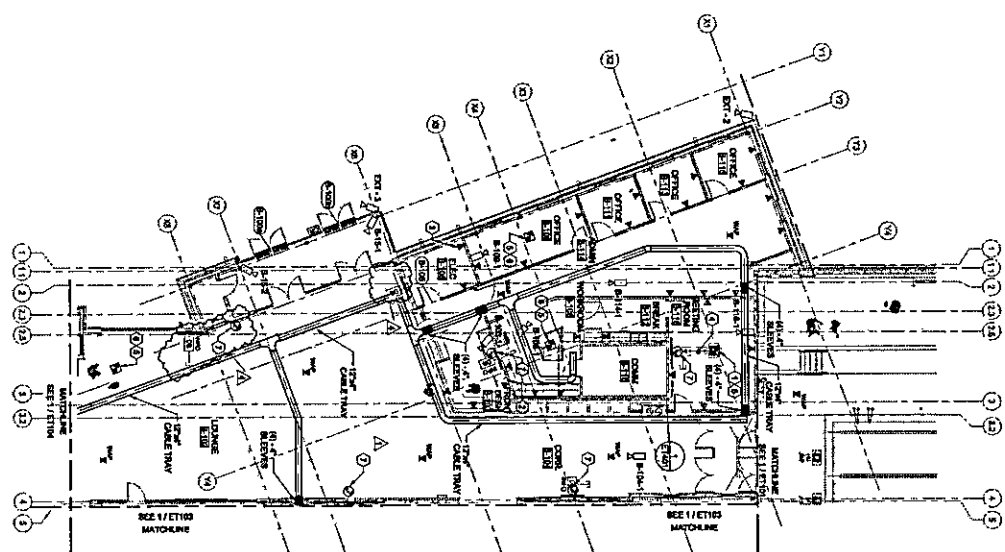
DATE: 5/15/2023
ID: 02246

NAME	COMPANY	EMAIL	PHONE
	5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States		9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842-9556 147
Siddant Jain	GE Johnson Construction Company United States	siddhantj@dpr.com	
Wes Brannon	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	wbrannon@fsb-ae.com	(405) 840-2931 289

REMARKS: Please see attached.

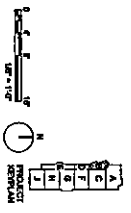
DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	5/15/2023	PR-045R3.pdf				
1	5/15/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-045-R3 COMBINED DRAWINGS.pdf				



1 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR B
SCALE: 1/8" = 1'-0"

ALL TELECOMMUNICATIONS, ACCESS CONTROLS, AND CCTV WORK DEPICTED ON THIS SHEET SHALL BE ASSOCIATED WITH SECTOR B (GENERAL FACILITY).



SHEET KEYNOTES

1. REFER TO ALL DRAWINGS FOR ADDITIONAL INFORMATION. CONSULT THE GENERAL CONTRACTOR FOR ANY QUESTIONS REGARDING THE TELECOMMUNICATIONS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

GENERAL NOTES

1. ALL TELECOMMUNICATIONS, ACCESS CONTROLS, AND CCTV WORK DEPICTED ON THIS SHEET SHALL BE ASSOCIATED WITH SECTOR B (GENERAL FACILITY).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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345

JHBR
 JENSEN HARRIS BUILDERS & ENGINEERS

WTT
 WATKINS TECHNICAL TRAINING

City of Norman
 Young Family Athletics Center
 Norman, Oklahoma

NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	10/15/10
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

ET102
 BID PACKAGE 5

**EXHIBIT B
GMP AMENDMENT NO. 5**

LIST OF ALLOWANCES

NO ALLOWANCES ARE INCLUDED OR PART OF THIS GMP AMENDMENT NO. 5

**EXHIBIT C
GMP AMENDMENT NO. 5**

Item 24.

LIST OF ASSUMPTIONS AND CLARIFICATIONS

1. The Contract Documents indicated a quantity of 50,000 cubic yards of common fill would be available for use by the Earthworks, Site Clearing and Mass Excavation trade contractor/subcontractor. The location of the borrow area for the common fill, as indicated in the Contract Documents, is near the project site. Should the original location on where the 50,000 cubic yards is shown/indicated to be located change, the Final GMP is subject to change and be increased by Change Order for the additional costs, if any, and the costs would be allocated from Construction Contingency or by Owner Change Order.
2. Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. The following modifications are hereby made to the original Agreement:
 - a. Article 5, Subsection 5.1.1. Strike the words "% of the total Guaranteed Maximum Price" and insert "Two and Seventy-Five Hundredths Percent (2.75%) of the Cost of Work.
 - b. Article 5, Subsection 5.1.2. In the first sentence, insert in the location requesting the monthly lump sum amount the following, "One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars (\$130,535.00)/Month for the "Seventeen (17) month duration..."
 - c. Article 5, Subsection 5.1.2. After the second/last sentence, insert the following, "Based upon current market conditions and possible procurement and delivery delays associated with numerous building materials, equipment, and labor, the monthly General Conditions costs and duration of the Project are subject to change. The Construction Manager reserves the right to revise both the monthly lump sum for General Conditions and the total duration/Final Completion of the Project."
3. Structural steel delegated design is only responsible for the design of the connection details that were not shown in Bid Package #4 documents.
4. Storm water lines in GMP #2 bid documents are sized to receive the storm water from the adjacent site to the West and our Utility contractor will install as shown on the contract documents.
5. Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. Additionally, reference Item 2. (above) of this Exhibit C – List of Assumptions and Clarifications. The following modifications and additional language are hereby made to the original Agreement and the List of Assumptions and Clarifications:
 - a. Reference Article 5, Subsection 5.1.2. The Subsection, modified in Item 2 of this Exhibit, is hereby modified additionally with the following:

**EXHIBIT C
GMP AMENDMENT NO. 5**

Item 24.

LIST OF ASSUMPTIONS AND CLARIFICATIONS

- i. After the last sentence, added by Item 2.c of this Exhibit, insert the following language, "In accordance with the language added to Article 5, Subsection 5.1.2, the total duration/Final Completion of the Project has been revised and is reflected and included as part of Exhibit E included with GMP Amendment No. 3. Additionally, the monthly lump sum General Conditions of One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars (\$130,535.00) are applicable to the final seventeen (17) months of the overall schedule. The first seven (7) months of the project schedule, and the monthly lump sum costs associated with the General Conditions, are hereby being reduced to a monthly lump sum of Eighty-Five Thousand Nine Hundred Eighty-Three Dollars (\$85,983.00). The additional costs attributable to the additional time/schedule are included as part of the costs associated with GMP Amendment No. 3. It is also hereby understood and agreed that should the Project Schedule be impacted beyond the reflected and agreed to duration/Final Completion of the project, the \$130,535.00 monthly lump sum General Conditions rate will apply at the monthly rate or a prorated rate if the time extension is less than 30 days.

- ii. Reference Item 5.a.i of this Exhibit. It is hereby understood the Project Schedule/Completion date for the project is extended and is reflected and included as part of Exhibit E included with GMP Amendment No. 5. Additionally, the Construction Manager is in the process of developing the additional costs for General Conditions associated with the extended completion date. It is also hereby understood, the Norman Municipal Authority agrees there are additional costs for General Conditions associated with the extension to the completion date and GE Johnson Construction Company, Inc. will be compensated for the additional General Conditions costs.

**EXHIBIT D
GMP AMENDMENT NO. 5**

ESTIMATED COST BREAKDOWN

The following information and breakdown represents the estimated costs for the work associated with PR-43 – Dumpster Enclosure and PR-45 – Video Board as well as indirect costs and fee to arrive at a total Estimated Costs for the purposes of amending the GMP for the project:

• PR-45 Video Board Scope of Work Costs:	\$205,930.00
• PR-43 Dumpster Enclosure Scope of Work Costs:	\$61,386.00
• General Liability Insurance Costs:	\$2,673.00
• Builder’s Risk Insurances Costs:	\$405.00
• Payment & Performance Bonds Cost:	\$1,595.00
• Contractor/Construction Manager Fee:	<u>\$7,480.00</u>
Total Estimated Costs for GMP No. 5 Amendment	\$279,469.00

EXHIBIT E SCHEDULE

Item 24.

Line	Name	Duration	Start	Finish	2021												2022												2023												2024											
					O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	
	MILESTONES	550d	10/11/2021	12/14/2023	[Gantt bar from 10/11/2021 to 12/14/2023]																																															
1	CONSTRUCTION START		10/11/2021 A	10/11/2021 A	[Gantt bar for CONSTRUCTION START]																																															
2	REC-48-PR 4 DURATION	63d	1/18/2022 A	5/25/2022 A	[Gantt bar for REC-48-PR 4 DURATION]																																															
3	SOGELEVATED DECK COMPLETE		10/21/2022 A	10/21/2022 A	[Gantt bar for SOGELEVATED DECK COMPLETE]																																															
4	TOPPING OUT SUPERSTRUCTURE		10/24/2022 A	10/24/2022 A	[Gantt bar for TOPPING OUT SUPERSTRUCTURE]																																															
5	ROUGH IN POOLS COMPLETE		1/6/2023 A	1/6/2023 A	[Gantt bar for ROUGH IN POOLS COMPLETE]																																															
6	BUILDING DRIED IN		3/22/2023 A	3/22/2023 A	[Gantt bar for BUILDING DRIED IN]																																															
7	HVAC "FUNCTIONAL"		6/6/2023 A	6/6/2023 A	[Gantt bar for HVAC "FUNCTIONAL"]																																															
8	SUBSTANTIAL COMPLETION		12/7/2023	12/7/2023	[Gantt bar for SUBSTANTIAL COMPLETION]																																															
9	CONSTRUCTION COMPLETE		12/14/2023	12/14/2023	[Gantt bar for CONSTRUCTION COMPLETE]																																															
	IMPACTS	412d	4/28/2022	12/13/2023	[Gantt bar from 4/28/2022 to 12/13/2023]																																															
10	ACM PIPE REMOVAL	14d	4/28/2022 A	5/17/2022 A	[Gantt bar for ACM PIPE REMOVAL]																																															
11	VOLLEYBALL EQUIPMENT DECISION	20d	3/27/2023 A	5/19/2023 A	[Gantt bar for VOLLEYBALL EQUIPMENT DECISION]																																															
12	PRs/ changes (59)	24d	7/17/2023	8/17/2023	[Gantt bar for PRs/ changes (59)]																																															
13	WEATHER DAYS	35d	10/24/2023	12/13/2023	[Gantt bar for WEATHER DAYS]																																															
	PRECONSTRUCTION	50d	12/15/2021	2/28/2022	[Gantt bar from 12/15/2021 to 2/28/2022]																																															
	CM/DEVELOPMENT	50d	12/15/2021	2/28/2022	[Gantt bar from 12/15/2021 to 2/28/2022]																																															
14	BID PACKAGE #3 CONTRACTS ISSUED		12/15/2021 A	12/15/2021 A	[Gantt bar for BID PACKAGE #3 CONTRACTS ISSUED]																																															

YFAC CPM

Progress Period Date: 7/17/2023

Print Date: 7/17/2023

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BEJOHNSON
CONSTRUCTION COMPANY

Line	Name	Duration	Start	Finish	2021							2022							2023							2024						
					O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	J	A	S	O	N	D	J	F	M	A	M	J
49	ROOFING SUBMITTALS APPROVED	10d	6/17/2022 A	6/17/2022 A																												
50	MAIN ELECTRICAL GEAR SUBMITTALS APPROVED	28d	6/14/2022 A	9/20/2022 A																												
51	MAIN PLUMBING EQUIPMENTS SUBMITTALS APPROVED	22d	6/21/2022 A	9/19/2022 A																												
52	REMAINING HVAC SUBMITTALS APPROVED	6d	7/13/2022 A	7/20/2022 A																												
53	REMAINING PLUMBING SUBMITTALS APPROVED	7d	7/13/2022 A	9/19/2022 A																												
54	GLAZING SUBMITTALS	20d	8/17/2022 A	9/14/2022 A																												
55	GLAZING SUBMITTALS APPROVED	2d	9/15/2022 A	9/16/2022 A																												
	CRITICAL PATH	803d	8/8/2022	5/19/2023																												
56	JOISTS AND DECKING MATERIALS ON SITE	103d	3/18/2022 A	8/17/2022 A																												
57	WATER LINE MATERIALS DELIVERED TO SITE	17d	3/29/2022 A	6/7/2022 A																												
58	CONCRETE MATERIALS ON SITE	12d	4/4/2022 A	4/19/2022 A																												
59	UG MEP MATERIALS ON SITE	10d	4/18/2022 A	4/29/2022 A																												
60	MASONRY MATERIALS ON SITE	36d	5/31/2022 A	7/20/2022 A																												
61	POOL STRUCTURE MATERIALS ON SITE	31d	7/21/2022 A	9/1/2022 A																												
62	STORM DRAIN MATERIALS ON SITE	27d	8/17/2022 A	9/23/2022 A																												
63	SUPERSTRUCTURE MATERIALS ON SITE	26d	8/17/2022 A	9/22/2022 A																												
64	MAIN HVAC-RTU MATERIALS ON SITE	22d	8/17/2022 A	9/16/2022 A																												

BEJOHNSON
CONSTRUCTION COMPANY

Progress Period Date: 7/17/2023
Print Date: 7/17/2023

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YFAC CPM

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Line	Name	Duration	Start	Finish
80	PR 4 RENOV ROAD/LAYDOWN/SITE AREAS	10d	7/11/2022 A	8/8/2022 A
81	PR 4 GRAVEL BASE INSTALLATION	11d	7/27/2022 A	8/18/2022 A
82	WATER LINE "TIE IN" ROCK CREEK	2d	8/2/2022 A	8/3/2022 A
83	INSTALLATION OF REMAINING WATER LINE LOOP	14d	8/2/2022 A	8/19/2022 A
84	INSTALLATION OF WATER LINE NORTH/SOUTH ROCK CREEK TO EMBASSY	5d	8/8/2022 A	8/12/2022 A
85	INSTALLATION OF RCP-AIRPORT SIDE TO SOUTH OF CIRCLE DRIVE AREA	15d	9/26/2022 A	10/14/2022 A
86	INSTALLATION OF REMAINING RCP	35d	9/27/2022 A	11/4/2022 A
87	INSTALLATION OF SANITARY SEWER TIE IN	4d	11/15/2022 A	11/18/2022 A
	STRUCTURE	231d	4/3/2022	8/23/2023
	AREA "A" FOUNDATIONS	231d	4/14/2022	3/14/2023
88	LAYOUT/DRILL PIERS	10d	4/14/2022 A	4/27/2022 A
89	FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS	12d	4/25/2022 A	5/10/2022 A
90	EXCAVATE POOL MECH ROOM AREA	3d	5/20/2022 A	6/2/2022 A
91	U/G MEP ROUGH-MECH AND ELECT ROOMS	49d	5/31/2022 A	8/8/2022 A
92	F/PIP MAT SLAB POOL MECH ROOM AREA	2d	6/3/2022 A	6/6/2022 A

YFAC CPM

Progress Period Date: 7/17/2023

Print Date: 7/17/2023

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BEJOHNSON
 CONSTRUCTION COMPANY

Line	Name	Duration	Start	Finish
93	CMU WALLS WEST-EAST	9d	6/3/2022 A	10/10/2022 A
94	FORM POOL MECH ROOM WALLS/MEP SLEEVES	10d	6/16/2022 A	6/29/2022 A
95	POUR POOL MECH ROOM WALLS/BACKFILL	4d	6/30/2022 A	7/6/2022 A
96	WARM UP POOL ROUGH IN	23d	7/20/2022 A	9/16/2022 A
97	U/G MEP ROUGH IN "WARM UP" POOL	28d 6.4h	8/1/2022 A	9/16/2022 A
98	COMPETITION POOL ROUGH IN	32d	11/7/2022 A	1/6/2023 A
99	U/G MEP ROUGH IN-COMPETITION SIDE	32d	1/5/2023 A	2/17/2023 A
100	FR/FP SOG POUR-"WARM UP" POOL	5d	1/26/2023 A	2/1/2023 A
101	FR/FP SOG POUR-COMPETITION SIDE	17d	2/20/2023 A	3/14/2023 A
	AREA "B" FOUNDATIONS	166d	4/14/2022	12/8/2022
102	LAYOUT/DRILL PIERS	5d	4/14/2022 A	4/20/2022 A
103	FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS	15d	5/12/2022 A	6/2/2022 A
104	U/G ROUGH IN MEP	75d 6.4h	5/18/2022 A	9/13/2022 A
105	EXCAVATE ELEVATOR PIT AREA	2d	6/6/2022 A	6/7/2022 A
106	FR/FP ELEVATOR MAT SLAB AND PIT WALLS/BACKFILL	10d	6/24/2022 A	7/8/2022 A
107	FR/FP 2 SHEAR WALLS/MEP	12d	6/27/2022 A	7/13/2022 A
108	SHEAR WALL/STAIRWELL BASE COURSE/MASONRY	6d	7/15/2022 A	7/21/2022 A

2021
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2022
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2023
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2024
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GEJOHNSON
 CONSTRUCTION COMPANY

VIEW: Construction Schedule
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Line	Name	Duration	Start	Finish	2021	2022	2023	2024
					O N D J J F M A M J J A S O N D J J A S O N D J J A M J J A	O N D J J F M A M J J A S O N D J J A S O N D J J A M J J A	O N D J J F M A M J J A S O N D J J A M J J A	O N D J J F M A M J J A S O N D J J A M J J A
					4 25 15 6 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 9 30 20 13 3 24 15 5 26 17 7 28 18 9 30 20 11 1 22 12 4 25 15 6 27 18 9 29 1			
109	FRIP "MAT SLAB" 4" GRID LINES 9-21/F-H	4d	8/10/2022 A	8/23/2022 A			FRIP "MAT SLAB" 4" GRID LINES 9-21/F-H	
110	CMU WALLS/SHEAR AND NON LOAD BEARING/DOOR FRAMES	7d	8/11/2022 A	12/8/2022 A			CMU WALLS/SHEAR AND NON LOAD BEARING/DOOR FRAMES	
111	FRIP REMAINING SOG/CURBS	7d	8/23/2022 A	8/31/2022 A			FRIP REMAINING SOG/CURBS	
	AREA "C" FOUNDATIONS	85d	4/18/2022	8/16/2022				
112	LAYOUT/DRILL PERS	18d	4/18/2022 A	5/11/2022 A			LAYOUT/DRILL PERS	
113	FOOTINGS/PIER CAPS/ANCHOR BOLTS	10d	6/3/2022 A	6/16/2022 A			FOOTINGS/PIER CAPS/ANCHOR BOLTS	
114	MEP U/G ROUGH IN	15d	6/27/2022 A	7/18/2022 A			MEP U/G ROUGH IN	
115	FRIP SOG	19d	7/21/2022 A	8/16/2022 A			FRIP SOG	
	AREA "D" FOUNDATIONS	60d	5/12/2022	8/5/2022				
116	LAYOUT/DRILL PERS	4d	5/12/2022 A	5/17/2022 A			LAYOUT/DRILL PERS	
117	FOOTINGS/PIER CAPS/ANCHOR BOLTS	10d	6/17/2022 A	6/30/2022 A			FOOTINGS/PIER CAPS/ANCHOR BOLTS	
118	MEP U/G ROUGH IN	5d	6/27/2022 A	7/1/2022 A			MEP U/G ROUGH IN	
119	FRIP SOG	12d	7/21/2022 A	8/5/2022 A			FRIP SOG	
	AREA "D" STRUCTURE	42d	8/10/2022	10/7/2022				
120	SET COLUMNS	10d	8/10/2022 A	9/9/2022 A			SET COLUMNS	
121	HANG MAIN FRAME	10d	8/10/2022 A	9/16/2022 A			HANG MAIN FRAME	
122	SET LONG SPAN JOISTS/HVAC FRAMES	22d	8/17/2022 A	9/16/2022 A			SET LONG SPAN JOISTS/HVAC FRAMES	



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2021 2022 2023 2024

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Line	Name	Duration	Start	Finish
138	SET LONG SPAN JOISTS-HIGH ROOF	2d	10/11/2022 A	10/12/2022 A
139	SET ROOF BEAMS/HVAC FRAMES-LOW ROOF	3d	10/11/2022 A	10/13/2022 A
140	DECKING	6d	10/24/2022 A	10/31/2022 A
141	DETAILING	6d	11/1/2022 A	11/8/2022 A
	AREA "B" 2ND FLOOR	6d	10/17/2022	10/24/2022
142	REINFORCE/PREP ELEVATED DECK	4d	10/17/2022 A	10/20/2022 A
143	MEP ROUGH IN ELEVATED DECK	5d	10/17/2022 A	10/21/2022 A
144	POUR ELEVATED DECK	2d	10/21/2022 A	10/24/2022 A
	EXTERIORS	218d	9/12/2023	7/21/2023
	AREA "D" EXTERIORS	151d	9/12/2022	4/17/2023
145	EXTERIOR FRAMING/SHEATHING/DOOR FRAMES	41d	9/12/2022 A	11/23/2022 A
146	SET HVAC/EQUIPMENT CURBS	7d	10/24/2022 A	11/1/2022 A
147	INSTALLATION OF ANCHORED STONE	23d	12/28/2022 A	1/30/2023 A
148	INSTALLATION OF METAL PANELS	33d	1/6/2023 A	2/21/2023 A
149	INSTALLATION OF EIFS	5d	3/31/2023 A	4/6/2023 A
150	SET EXTERIOR GLAZING FRAMES/PROTECT	5d	4/11/2023 A	4/17/2023 A
	AREA "C" EXTERIORS	218d	9/12/2022	7/21/2023

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Line	Name	Duration	Start	Finish	2023												2024																							
					O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A													
176	AREA "A" TEMP ROOF	5d	11/28/2022	12/2/2022																																				
177	TEMP ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS	5d	11/28/2022 A	12/2/2022 A																																				
178	AREA "D" ROOFING	75d	12/27/2022	4/11/2023																																				
179	ROOFING INSTALLATION/DRIED IN	15d	12/27/2022 A	2/24/2023 A																																				
180	PARAPET CAP/SCUPPERS/DETAILING/ETC	35d	1/18/2023 A	4/11/2023 A																																				
181	AREA "B" ROOFING	42d	12/27/2022	2/23/2023																																				
182	ROOFING INSTALLATION/DRIED IN	28d	12/27/2022 A	2/23/2023 A																																				
183	PARAPET CAP/SCUPPERS/DETAILING/ETC	12d	1/30/2023 A	2/14/2023 A																																				
184	AREA "A" ROOFING	54d	1/6/2023	3/22/2023																																				
	ROOFING INSTALLATION/DRIED IN	10d	1/6/2023 A	1/19/2023 A																																				
	PARAPET CAP/SCUPPERS/DETAILING/ETC	13d	1/30/2023 A	3/22/2023 A																																				
	INTERIORS	308d	6/25/2022	6/13/2023																																				

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CONSTRUCTION COMPANY

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Line	Name	Duration	Start	Finish
	AREA "B" SECOND FLOOR	224d	11/28/2022	10/13/2023
251	O/H MEP ROUGH IN	43d	11/28/2022 A	7/19/2023
252	INTERIOR FRAMING	26d	11/28/2022 A	1/5/2023 A
253	IN WALL MEP ROUGH IN	55d	12/27/2022 A	5/16/2023 A
254	SHEETROCK	92d	1/9/2023 A	5/16/2023 A
255	FS O/H ROUGH IN	5d	2/17/2023 A	2/23/2023 A
256	T/B/P FIRST COAT	38d	3/24/2023 A	5/16/2023 A
257	SET INTERIOR GLAZING	28d	4/19/2023 A	7/26/2023
258	TILE BATHROOMS	29d	4/19/2023 A	7/27/2023
259	CEILING GRID/HARD LID FRAMING	13d	5/30/2023 A	7/28/2023
260	O/H CEILING TIE INS MEP	19d	6/28/2023 A	8/8/2023
261	INSTALL MILLWORK	6d	7/13/2023 A	8/14/2023
262	INSTALL HARD LIDS	5d	8/4/2023	8/10/2023
263	T/B/P HARD LIDS	5d	8/11/2023	8/17/2023
264	MEP TRIM OUT	7d	8/18/2023	8/28/2023
265	INSTALL SPECIALTY CEILINGS	10d	8/29/2023	9/12/2023
266	INSTALL FLOORING	15d	9/11/2023	9/29/2023
267	INSTALL DOORS/SPECIALTIES	10d	9/25/2023	10/6/2023

2021 2022 2023 2024

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Line	Name	Duration	Start	Finish
284	INSTALL REMAINING FINISHES	15d	8/28/2023	9/18/2023
285	MEP TRIM OUT	10d	9/12/2023	9/25/2023
286	POOL TESTING AND FIT UP	25d	9/21/2023	10/25/2023
287	FINAL PAINT	8d	9/21/2023	10/2/2023
	CONVEYING	19d	7/14/2023	8/9/2023
	ELEVATOR	19d	7/14/2023	8/9/2023
288	ROUGH IN 2ND FLOOR	7d	7/14/2023 A	7/24/2023
289	ROUGH IN 1ST FLOOR	5d	7/25/2023	7/31/2023
290	EQUIPMENT HOOKUP	2d	8/1/2023	8/2/2023
291	TEMP USAGE-READY	5d	8/3/2023	8/9/2023
	SITE FINISHES	167d	8/22/2023	10/20/2023
292	REGRADE SOUTH WEST PARKING AREA	24d	3/22/2023 A	8/23/2023
293	REGRADE SOUTH ROAD AND EAST ROAD ALONG AIRPORT SIDE	20d	3/22/2023 A	4/18/2023 A
294	CURB/GUTTER SOUTH AND EAST ROAD	20d	3/22/2023 A	4/18/2023 A
295	ASPHALT	24d	3/22/2023 A	9/11/2023
296	REGRADE NORTH PARKING AREA	4d	8/24/2023	8/29/2023
297	CURB/GUTTER NORTH PARKING AREA	4d	8/30/2023	9/5/2023

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Item 24.

Line	Name	Duration	Start	Finish	2021			2022			2023			2024					
					O	N	D	O	N	D	O	N	D	O	N	D			
298	REGRADE TRAE YOUNG DRIVE	5d	9/12/2023	9/18/2023															
299	FR/P TRAE YOUNG DR	10d	9/19/2023	10/2/2023															
300	CURB/GUTTER SOUTH WEST PARKING AREA (PRS9)	8d	9/21/2023	10/2/2023															
301	SIDEWALKS	15d	9/21/2023	10/11/2023															
302	LANDSCAPING	15d	10/5/2023	10/25/2023															
303	COURT FINISHES EAST SIDE	20d	10/17/2023	11/13/2023															
304	SITE FINISHES-FLAGPOLES/BIKE RACKS/ETC	15d	10/31/2023	11/20/2023															
	CLOSEOUT	40d	10/10/2023	12/6/2023															
	PUNCH LIST	35d	10/10/2023	11/29/2023															
305	GECC "RUNNING" PUNCH LIST	30d	10/10/2023	11/20/2023															
306	O/A PUNCH LIST	25d	10/24/2023	11/29/2023															
	FINAL INSPECTIONS	12d	11/15/2023	12/6/2023															
307	MEP FINAL INSPECTIONS	10d	11/15/2023	11/30/2023															
308	HEALTH DEPT FINAL INSPECTIONS	5d	11/22/2023	11/30/2023															
309	FIRE MARSHALL FINAL INSPECTIONS	5d	11/28/2023	12/4/2023															
310	CON FINAL INSPECTIONS	5d	11/30/2023	12/6/2023															


Milestone Appearances
 ◆ Diamond

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VIEW: Construction Schedule

**EXHIBIT F
GMP AMENDMENT NO. 5**

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 5 is required on or before August 11, 2023.
2. Should the pricing and terms of the GMP Amendment No. 5 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 5 will be null and void and the work will be re-priced and revised.

File Attachments for Item:

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING RFP-2324-14, CONTRACT K-2324-64:
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION
CONSTRUCTION AND CONTRACTING LLC, IN THE AMOUNT OF \$208,817;
MAINTENANCE BOND MB-2324-17; PERFORMANCE BOND B-2324-28; AND
STATUTORY BOND B-2324-29 FOR THE BENTLEY PARK TENNIS & PICKLEBALL
COURTS PROJECT; AND RESOLUTION R-2324-47 GRANTING TAX EXEMPT
STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/12/2023

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 AWARDED RFP-2324-14, CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING LLC, IN THE AMOUNT OF \$208,817; MAINTENANCE BOND MB-2324-17; PERFORMANCE BOND B-2324-28; AND STATUTORY BOND B-2324-29 FOR THE BENTLEY PARK TENNIS & PICKLEBALL COURTS PROJECT; AND RESOLUTION R-2324-47 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

On October 13, 2015, Norman citizens passed the NORMAN FORWARD Initiative, which funded various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve all of the City's neighborhood parks. The funds for this project are "pay-as-you-go (PayGo)," meaning that the Parks Department can do a few park projects per year as the funds from the sales tax are collected. Also included in the Norman Forward Initiative is a "pay-go" project to develop several new neighborhood parks throughout the town. The first new park to be developed as part of this project was identified as the Cedar Lane & Monterey neighborhoods' park site (Songbird Park) in southeast Norman. The second new neighborhood park currently under development is Bentley Park, located in the Bellatona neighborhood (in the vicinity of 36th Avenue SE and East Imhoff Road). In addition to one tennis and pickleball court, this park will feature a playground, picnic pavilion, protected areas of preserved prairie remnants, and a walking trail.

DISCUSSION:

On July 14 and 28, 2023, Request For Proposals (RFP) Number 2324-14 for the Bentley Park Tennis and Pickleball Courts Project was advertised in the Norman Transcript and digitally through Construct Connect. The RFP was also advertised on the City's website. Three complete bids were received in the office of the Parks and Recreation Department by the submittal deadline of 5:00 p.m. on Friday, August 11, 2023.

Parks and Recreation staff reviewed the proposals, which included a base bid to do the work according to the RFP's provisions and specifications and bidding on the tennis and pickleball

courts separately. When the different proposals were compared, it was determined that the bid from Precision Construction and Contracting LLC., dba PCC Sports, presented the best option for the lowest amount.

Staff recommends awarding Contract Number K-2324-64 to Precision Construction and Contracting LLC, dba PCC Sports, in the total amount of \$208,817 for the Bentley Park Tennis and Pickleball Courts Project. The proposed funding will come from the fiscal year 2023-2024 (FYE 2024) Norman Forward Project Account for New Neighborhood Parks.

RECOMMENDATION 1: It is recommended that Request for Proposal RFP 2324-14 be awarded to Precision Construction and Contracting, LLC, in the amount of \$208,817 for the Bentley Park Tennis and Pickleball Courts Project. The funding of \$208,817 is available for this project in the Norman Forward Fund, New Neighborhood Parks Construction (account 51798830-46101; project NFP104).

RECOMMENDATION 2: It is further recommended that City Council approve Contract K-2324-64, Performance Bond B-2324-28, Statutory Bond B-2324-29, and Maintenance Bond MB-2324-17.

RECOMMENDATION 3: It is further recommended that Precision Construction and Contracting, LLC, be authorized and appointed as project agent for the Bentley Park Tennis and Pickleball Courts Project by Resolution R-2324-47, to avoid the payment of sales tax on materials and equipment purchases related to the project.

Contract # K-2324-64

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Precision Construction and Contracting LLC., as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: Two Hundred and Eight Thousand Eight Hundred Seventeen DOLLARS and No CENTS (\$ 208,817.00);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month.

Contract # K-2324-64

The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Eighty (180) calendar days.

The Notice to Bidders published in the Norman Transcript July 14 and 28, 2023, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-2324-64

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 6 day of September, 2023.

CORPORATE SEAL

Precision Construction and Contract LLC
Company Name

ATTEST: _____
Corporate Secretary

BY [Signature]
Vice President or Managing Partner

STATE OF Missouri
COUNTY OF JACKSON

Jake Jackson of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

[Signature]
Vice President

Subscribed and sworn to before me this 6 day of September, 2023

[Signature]
Notary Public

My Commission Expires: 01/02/24
Commission Number: 20348557

TAYLOR LYN WHITE
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: January 02, 2024
Commission # 20348557

CITY OF NORMAN

Approved as to form and legality this 8 day of Sept, 2023.

[Signature]
City Attorney

Approved by the City Council this _____ day of _____, 20____.

ATTEST:

Mayor

City Clerk

Bond No: HGMW-170-0295

Bond # B-2324-29

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Precision Construction and Contracting LLC., as Principal, and ~~Hudson Insurance Company,~~ a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the penal sum of Two Hundred and Eight Thousand, Eight Hundred Seventeen DOLLARS and No CENTS, (\$208,817.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2023.

The conditions of this obligation are such, that whereas, the above Bonded Principal Precision Construction and Contracting LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Precision Construction and Contracting LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond No: HGMW-170-0295
Bond # B-2324-29

ATTEST:

[Signature]
Corporate Secretary

Precision Construction and Contracting LLC
Company Name

BY *[Signature]*
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Hudson Insurance Company
Surety Name

BY *[Signature]*
Surety
Nicole M. Johnson, Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this ___ day of _____, 20___ personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____
Commission Number: _____

Approved as to form and legality this 6 day of Sept, 2023.

[Signature]
City Attorney

Approved by the Council of the City of Norman, this _____, day of _____, 20___.

ATTEST:

Mayor

City Clerk

Bond No: HGMW-170-0295

Bond # B-2324-28**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Precision Construction and Contracting LLC., as Principal, and Hudson Insurance Company, a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred and Eight Thousand, Eight Hundred Seventeen DOLLARS and No CENTS, (\$ 208,817.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

and has entered into a certain written contract with THE CITY OF NORMAN dated _____ 20____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its

attorney-in-fact, duly authorized to do so, the day and year first above written. Bond No: HGMW-170-0295
Bond # B-2324-28

ATTEST:

Chas. Smith
Corporate Secretary

Precision Construction and Contracting LLC
Company Name
BY *[Signature]*
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Hudson Insurance Company
Surety Name
BY *Nicole M. Johnson*
Surety
Nicole M. Johnson, Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of _____, 20__ personally appeared _____ to me known to be the identical person who executes the foregoing, and acknowledge to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____
Commission Number: _____

Notary Public

Approved as to form and legality this 8 day of September, 2023

[Signature]
City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20__.

ATTEST:

Mayor

City Clerk

Bond No: HGMW-170-0295
 Bond # MB-2324-17

MAINTENANCE BOND

WHEREAS, THE UNDERSIGNED Precision Construction and Contracting LLC., hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20____, for the construction of:

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Hudson Insurance Company, as a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Two Hundred and Eight Thousand, Eight Hundred Seventeen Dollars and No CENTS (\$208,817.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and surety shall jointly and severally be liable to the City, for the cost and expense for making such repairs, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Bond No: HGMW-170-0295
Bond #MB-2324-17

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this _____ day of _____, 20_____.

ATTEST: _____
Corporate Secretary Precision Construction and Contracting LLC
Company Name

Mailing Address of Principal: _____ BY _____
Principal

PO Box 1000

Lee's Summit, MO 64064

Hudson Insurance Coompany
Surety Name

BY: Nicole M. Johnson
Attorney-in-Fact
Nicole M. Johnson

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledge to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____
Commission Number: _____

Approved as to form and legality this 8 day of September, 2023.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST: _____
City Clerk



HGMW-170-0295

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Rodney W. Paddock, Eric Dedovesh, Nicole M. Johnson of the State of Missouri

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 22nd day of March, 2023 at New York, New York.



Attest: Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 22nd day of March, 2023 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 22nd day of March, 2023



By: Dina Daskalakis Corporate Secretary

Resolution

R-2324-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING PRECISION CONSTRUCTION AND CONTRACTING, L.L.C., AS PROJECT AGENT FOR THE BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Precision Construction and Contracting, L.L.C., for the Bentley Park Tennis and Pickleball Courts Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Precision Construction and Contracting, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Precision Construction and Contracting, L.L.C., to purchase materials which are in fact used for the Bentley Park Tennis and Pickleball Courts Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Precision Construction and Contracting, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 12th day of September, 2023, did appoint Precision Construction and Contracting, L.L.C., who is involved with the Bentley Park Tennis and Pickleball Courts Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Bentley Park Tennis and Pickleball Courts Project.

PASSED AND ADOPTED THIS 12th day of September, 2023.

Mayor

ATTEST:

City Clerk

CITY OF NORMAN
Norman, Oklahoma
12 September 2023

TABULATION OF BID QUOTES
BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT

The following is a tabulation of quotes received by the City of Norman for the Bentley Park Tennis and Pickleball Courts Project. Funding for this project is available in the Norman Forward New Neighborhood Parks Account Number 51798830, Project Number NFP104.

<u>Contractor</u>	<u>Bid Amount</u>
Precision Construction and Contracting, LLC (Lee's Summit, MO)	\$208,817.00
Merritt Tennis & Track Systems (OKC, OK)	\$259,424.50
Multicon (Wichita, KS)	\$237,152.00

RECOMMENDATION: That the project be awarded to Precision Construction and Contracting, LLC, in the amount of \$208,817.00, as the lowest and best bidder to meet specifications.

City of Norman

Jason Olsen
Director of Parks and Recreation

File Attachments for Item:

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$254,250 FROM THE MATOON PROPERTY CLEANUP PROJECT TO MOLD REMEDIATION AND RECONSTRUCTION ACCOUNT FOR MOLD REMEDIATION AND RECONSTRUCTION OF FIRE STATIONS #3 AND #7.

There is no construction cost estimate at this time since the design has not been finalized.

EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK
PAGE 1

Under the terms of this Contract, the Design Consultant agrees to perform the work and services described in this Contract. The City of Norman agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed **\$264,150.00** for Basic and Additional Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic and additional services may not exceed **\$264,150.00**, and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic and additional services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments of the amounts for each task may be invoiced for incremental work completed.

A. PROJECT PROGRAMMING AND MASTER PLAN REFINEMENT

Task 1.1 \$17,400.00	Completion and submittal of the final survey/base information for the Project areas.
Task 1.2 \$10,000.00	Completion and submit information from the Geotechnical Report and Soil Analysis
Task 1.3 \$9,500.00	Completion and submit information from the Environmental Study
Task 1.4 \$123,000.00	Completion and submit information for the Hydrology and Permitting <ul style="list-style-type: none">- Hydraulic Modeling (\$30,000.00)- FEMA Flood Study, CLOMR, & LOMR (does NOT include FEMA review fees) (\$42,500.00)- USACE 404 Individual Permit (does NOT include post-construction monitoring, if required) (\$37,500.00)- City Floodplain Permit (inc. Board presentations) (\$13,000.00)
Task 1.5 through Task 1.7 \$7,500.00	Completion of all programming, public input, site analysis, reimbursable expenses and final public presentation and approval.

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the middle
of this task.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK
PAGE 2**

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICE

Task 2

\$31,250.00

Completion and recommendation by the City of the design development/preliminary plans for the project.

C. CONSTRUCTION DOCUMENTS/FINAL PLAN SERVICE

Task 3

\$41,750.00

Completion and acceptance by the City of the construction documents/final plans and specifications for the project.

D. BIDDING SERVICES FOR THE FIRST BID PACKAGE

Task 4

\$3,000.00

Completion and acceptance by the City of the bidding services for the first contract phase

E. CONSTRUCTION ADMINISTRATION SERVICES

Task 5

\$18,750.00

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of the Design Consultant. bidding services for the first contract phase

An addition of:

\$2,000.00

Upon satisfactory completion and acceptance of the as-built drawings.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/12/2023

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$254,250 FROM THE MATOON PROPERTY CLEANUP PROJECT TO MOLD REMEDIATION AND RECONSTRUCTION ACCOUNT FOR MOLD REMEDIATION AND RECONSTRUCTION OF FIRE STATIONS #3 AND #7.

BACKGROUND: On Thursday, April 27, 2023, the Fire Training Chief reported a wet ceiling tile at the Fire Training Center, co-located with Fire Station 7, at 2207 Goddard Ave. The City of Norman Facility Maintenance requested a third-party contractor to inspect the roof, to ascertain the cause of the wet ceiling tiles. During the facility's interior inspection, mold was visible on the ceiling tile. The remediation work done for the Fire Training Center cost \$210,000.

DISCUSSION:

Other fire stations requested visual mold inspections once the mold was confirmed in the Fire Training Facility due to an unknown water intrusion. Small amounts of mold were detected in localized areas at Fire Stations #3 and Fire Station #7. The City also did mold remediation work on the building at 718 Porter last year. All together the City has already spent \$398,772 on mold remediation and likely will encounter this need again. The Facility Maintenance Division requests to re-allocate \$254,250 from the completed Mattoon Property Cleanup project to the Mold Remediation and Reconstruction Project to pay the current invoices of close to \$60,000 for Fire Station 3 and Fire Station 7 mold remediation issues. The funds would also be used for any additional discovered mold or build-back of a municipal location where hazardous mold is identified through expert testing.

RECOMMENDATION:

It is recommended the City of Norman approve the transfer of funds of \$254,250 from the Capital Sales Tax Fund, Mattoon Property Cleanup, Construction (Account 50793365-46101; Project BG0257) to Mold Remediation and Reconstruction, Construction (Account 50595540-46101; Project EF1009) for mold remediation at City of Norman fire stations.

Resolution

R-2324-61

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$254,250 FROM THE MATOON PROPERTY CLEANUP PROJECT TO MOLD REMEDIATION AND RECONSTRUCTION ACCOUNT FOR MOLD REMEDIATION AND RECONSTRUCTION OF FIRE STATIONS #3 AND #7.

- § 1. WHEREAS, the City's Fire Training Center, co-located with Fire Station 7, at 2207 Goddard Ave suffered mold damage after its wet ceiling was inspected; and
- § 2. WHEREAS, after this initial mold identification, other fire stations requested mold inspection; and
- § 3. WHEREAS, small amounts of mold were identified in Fire Stations #3 and #7; and
- § 4. WHEREAS, \$254,250 is needed to pay the invoices for the mold remediation completed at Fire Stations #3 and #7 and allow the remaining money to be retained for any further mold remediation and reconstruction efforts; and
- § 5. WHEREAS, those funds need to be transferred to the appropriate accounts so the repairs can be made.

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

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

Account Name	Losing Account	Gaining Account	Amount
Capital Sales Tax, Matoon Property Cleanup	50793365-4601		\$254,250
Mold Remediation and Reconstruction, Const		50595540-46101	\$254,250

PASSED AND ADOPTED this 12th day of September, 2023.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY AND RDG PLANNING & DESIGN, INC. INCREASING THE CONTRACT BY \$311,540 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES RELATED TO THE PARKS RECREATION AND TRAILS MASTER PLAN, FOR A NEW CONTRACT TOTAL NOT TO EXCEED \$2,706,167.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/26/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY AND RDG PLANNING & DESIGN, INC. INCREASING THE CONTRACT BY \$311,540 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES RELATED TO THE PARKS RECREATION AND TRAILS MASTER PLAN, FOR A NEW CONTRACT TOTAL NOT TO EXCEED \$2,706,167.

BACKGROUND:

Norman City Council last adopted a Parks and Recreation Master Plan in 2009. Since then, through Norman Forward, Hotel Motel Tax, and the Capitol project fund, a large portion of projects identified in the 2009 Parks and Recreation Master Plan has been accomplished.

According to the National Parks and Recreation Association (NRPA), the life span of a Parks and Recreation Comprehensive Master Plan is 15 years. With the shelf life of the current master plan soon expiring and the extensive number of plans already underway throughout the City, staff believes this would also be an excellent time to conduct a new Comprehensive Master Plan for Norman's Parks, Recreation and Trails system.

The City of Norman released a Request for Proposal (RFP-2223-29) for the following plans in September of 2022 and later adopted by the Council on July 25, 2023.

- Comprehensive Plan;
- Housing Market Analysis and Affordability Strategy;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- Wastewater Master Plan; and
- Sanitation Master Plan.

The citywide proposal will develop an all-encompassing vision for the community that all can support. To facilitate this objective, the City of Norman is seeking to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater, Sanitation, and now a Parks Recreation and Trails Master Plans to ensure improvements to the City's infrastructure align with the vision and policies of the new Comprehensive Plan.

DISCUSSION:

RDG Planning & Design would work with City leadership and Parks and Recreation staff on the Parks Recreation and Trails Comprehensive Plan. This Plan would aspire to collaborate closely with members of the Norman community, the RDG Team, and the AIM Norman Ad Hoc Steering Committee to develop the next long-range plan for the Parks and Recreation system. The 2023-2024 plan will contribute to the overall progress of the Norman Community. The Plan will guide and inspire community leaders to be innovative for the good of Norman residents and achieve the next moves that will contribute to securing Norman a place in the top tier of cities.

Intent and Goals. The objective of the Norman Parks Recreation and Trails Master Plan is to provide a long-range plan with an approximate 15-year horizon inspiring the following transformative elements of the park system. This Plan would be supplemented with a Strategic Implementation Plan to direct the first 2-5 years following adoption.

The long-range Plan will guide capital investments, updated level of service standards, the evolution of the City's recreation services, considerations for funding opportunities, and ultimately inspiring the following game-changing elements of Norman's park system while also informing a fiscally and environmentally sustainable park system for the next generation and beyond.

The goals of this planning effort are many; however, to help guide decision-making by both consultant teams and the City, have been refined to these broad, primary goals:

1. Review and, if need be, revise a new community-driven mission and vision integrating Norman's pursuit of the highest quality facilities, programming, and operations.
2. Build upon the goals established during the AIM Norman 2045 planning process.
3. Address the following key topics:
 - The need for quality parks, recreation facilities, and program services that are safe and accessible.
 - Serving a growing population and a more diverse demographic.
 - Matters of conservation and environmental impact (i.e., connecting people to nature, green infrastructure).
 - Creating and maintaining visually and functionally memorable public spaces.
 - Diverse funding opportunities for elements of both the long and short-range plans.

4. All visual materials will be prepared with high graphic value, understanding the importance of clear communication to inspire every Norman.
5. Complete the project by the Summer of 2024.

Below are the general summaries of the scope of the Parks Recreation and Trails Master Plan

Task 1 – Project Management, Progress, and Data Review

Task 2 – Community Profile, Needs Assessment and Visioning

Task 3 – Parks, Facilities, and Recreation Programming Assessment

Task 4 – Operations and Financial Implementation

Task 5 – Action Plan and Strategic Master Plan Development

Task 6 – Final Plans

The cost proposal from RDG for the Parks Recreation and Trails Master Plan (\$254,540), with additional services cost for Built Environment Natural Image Guides, which include building and landscaping standards for future park development (\$57,000) the total for the complete parks comprehensive Plan is \$311,540. By this Amendment No. 1, these services are being added to Contract No. K-2324-46, between the Norman Utilities Authority, the City of Norman and RDG, for a new contract total of \$2,706,167.

If this Amendment adding the Parks Recreation and Trails Master Plan is approved, the process will begin immediately. RDG has estimated that the Plan will be completed in the Summer of 2024, as detailed in the attached Schedule Plan (Attachment B to Amendment 1).

With the approval of this contract between the City and RDG, the RDG team will work with the community and community leaders to develop the Plan that will guide future Parks Department for the residents of Norman. This Plan will serve as a policy guide for staff and decision-makers regarding future developments and provide a framework for future associated planning documents.

An essential element to the development of successful plans is resident participation. The consultants are tasked with designing a public engagement strategy that incorporates effective and innovative participation techniques and encourages participation throughout the development of this Plan. Participation by residents, businesses, agencies, organizations, and officials will be sought through meetings, workshops, events, and online participation.

Adequate funds are available for this contract in the Comp Land use Plan Update Project, Design (account 50593388-6201, project BG0164; account 32290048-6201, project WW0179, and account 31993388, project WA0385).

RECOMMENDATION 1: It is recommended the City of Norman and NUA approve Amendment No. One to Contract K-2324-46 with RDG Planning & Design, Inc. in the amount of \$311,540 for the Professional Comprehensive Planning Service of the Parks Recreation and Trails Master Plan, for a new contract total not to exceed \$2,706,167.

Amend. 1 to Contract No. K-2324-46

**Agreement Between
CITY OF NORMAN, OKLAHOMA
and
RDG Planning & Design, Inc.
for Comprehensive Planning Services**

This Amendment No. 1 to Contract No. K-2324-46, is made and entered into this _____ day of September, 2023, by and between the City of Norman, a municipal corporation ("CLIENT"), the Norman Utilities Authority, a Public Trust ("NUA," and CITY and NUA collectively referred to as "CLIENT") and RDG Planning & Design, Inc., an Iowa corporation having a primary place of business at 301 Grand Avenue, Des Moines, IA 50309 ("RDG").

RECITALS

WHEREAS CLIENT requires planning services in order to develop a Comprehensive Land Use Plan, Housing Market Analysis and Affordability Strategy, Comprehensive Transportation Plan Update, Stormwater Master Plan Update, Water Master Plan and Wastewater Master Plan to guide future development in the City of Norman (hereinafter referred to as "Project Services") and as more fully described in this Agreement and previously entered into an Agreement with RDG on July 25, 2023; and

WHEREAS, CLIENT has since determined its need for services to develop a Parks, Recreation, and Trails Master Plan; and

WHEREAS, RDG, itself and through its subcontractors, has offered to amend this agreement to add the requisite Parks and Recreation Master Plan services to the "Project Services" covered by K-2324-46;

NOW, THEREFORE, the parties hereby agree as follows:

AMENDMENT NO. 1

I. **Paragraph 2 of Contract K-2324-46** is hereby amended and supplemented by the addition of the Project Services defined in the Attachment A to this Amendment No. 1 (hereafter the "Parks Project Services");

II. **Paragraph 2.6 of Contract K-2324-46** is hereby amended and supplemented in order to replace Attachment B to Contract K-2324-46 with the Attachment B hereto;

III. **Paragraph 3 of Contract K-2324-46** is hereby amended and supplemented by the addition of the Compensation of **\$311,540.00** for the Parks Project Services, which amount includes as much as **\$57,000.00** in reimburseable expenses, as set forth in the Attachment C to this Amendment No. 1, resulting in a new contract total of **\$2,706,167.00**;

Amend. 1 to Contract No. K-2324-46

CLIENT:

City of Norman (CITY):

Norman Utilities Authority (NUA):

By: _____

Larry Heikkila, Mayor

By: _____

Larry Heikkila, Board Chair

Dated: _____

Dated: _____

ATTEST: _____

Brenda Hall, City Clerk

ATTEST: _____

Brenda Hall, Board Secretary

Approved as to legality and form this 22
day of September, 2023.

Approved as to legality and form this 22
day of September, 2023.

Elizabeth L. Lucala

City Attorney's Office

Elizabeth L. Lucala

General Counsel's Office






Amd. 1 to K-2324-46 - Addition of Parks Master Plan

Final Audit Report

2023-09-21

Created:	2023-09-21
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"Amd. 1 to K-2324-46 - Addition of Parks Master Plan" History

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Attachment A

PARKS, RECREATION & TRAILS MASTER PLAN

DESIGN GUIDELINES FOR THE BUILT AND NATURAL ENVIRONMENT

RDG Planning & Design would be honored to work with City leadership and Parks and Recreation staff on this comprehensive plan. We aspire to collaborate closely with members of the Norman community and our visionary team to develop the next long-range plan for the Parks and Recreation system. The 2023-2024 plan will contribute to the overall progress of this great City. It will guide and inspire community leaders to be innovative for the good of Norman residents and achieve the next game-changing moves that will contribute to securing Norman a place in the top tier of cities. The City of Norman is experiencing a renaissance.

Intent and Goals. The intent of the Norman Parks, Recreation and Trail Master Plan is to provide a long-range plan with an approximate 15-year horizon inspiring the next transformative elements of the park system. This plan would be supplemented with a Strategic Implementation Plan to direct the first 2-5 years following adoption.

The long-range plan will guide capital investments, updated level of service standards, evolution of the City's recreation services, considerations for funding opportunities and ultimately inspiring the next game changing elements of Norman's park system, while also informing a fiscally and environmentally sustainable park system for the next generation and beyond.

The goals of this planning effort are many; however, to help clearly guide decision-making by both consultant teams and the City, have been refined to these broad, primary goals:

1. Review and if need be, revise a new community-driven mission and vision integrating Norman's pursuit of the highest quality facilities, programming and operations.
2. Build upon the goals established AIM Norman 2045 planning process.
3. Address the following key topics:
 - The need for quality parks, recreation facilities and program services that are safe and accessible.
 - Serve a growing population and more diverse demographic.
 - Matters of conservation and environmental impact (i.e. connecting people to nature, green infrastructure).
 - Creating and maintaining visually and functionally memorable public spaces.
 - Diverse funding opportunities for elements of both the long and short-range plans.
4. All visual materials will be prepared with high graphic value understanding the importance of clear communication with the intent to inspire every Norman citizen throughout all stages of the process.
5. Complete the project by the Summer of 2024.

Amend. 1 to Contract No. K-2324-46

IV. Paragraph 10(a) of Contract K-2324-46 is hereby amended and supplemented to add the following person for the purposes of notices relating to the Parks Project Services:

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

In all other respects, Contract K-2324-46 shall remain unchanged and in full force and effect with respect to the Project Services, including the Parks Project Services and Attachments A-C added and supplemented hereunder.

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Amend. 1 to Contract No. K-2324-46

IN WITNESS WHEREOF, RDG and the CLIENT have executed this Amendment No. 1 to K-2324-46 as of the Effective Date.

RDG Planning & Design, Inc. (RDG):

By: *Amy Haase*
Amy Haase, Board Chair

Dated: 9/21/2023

ATTEST: *Scott Crawford*
Scott Crawford, Board Secretary

- **Key Leadership and Stakeholder Interviews** – The RDG+Pros Team will perform up to 15 interviews with key community leaders and stakeholders to evaluate the future vision for City of Norman Parks and Recreation within the first 30 days of the project. The community values, strengths and challenges of the City, trends, and level of services provided will also be evaluated during this time.
- **Focus Groups** – The RDG+Pros Team will organize and facilitate several focus group sessions with user groups, key partners, and/or unique groups within the community that represent a common interest.
- **Public Forums** – We propose to conduct public forums to introduce the project and project goals; to share preliminary findings, gain input for the community's vision and core values for the recreation system; and as a final briefing and input opportunity on the draft plan. These will include live polling exercises, the opportunity for Q&A and for the meeting to be recorded and shared on the City's website for the community to view it later.
- **Electronic Survey** – Also, the RDG+Pros Team can create an online survey administered through www.surveymonkey.com. This survey will be promoted through the City's website and promotional mediums to maximize outreach and response rates. These surveys would provide quantitative data and guidance in addition to the stakeholder and focus groups in regard to the recommendations for park amenities, specific programs, facility components, usage, and pricing strategies.

2.5 Mission Statement and Vision Statement – Update the Parks and Recreation Department's current guiding principles. This task will be incorporated into the overall engagement plan and will reflect input from key staff and the Community Advisory Committee.

Task 2 Deliverables:

- Community Engagement Plan
- Meeting preparation and records (minutes, photographs and other documentation)
- Summary and presentation of key findings
- Draft and final Mission Statement and Vision Statement
 - o Develop or reaffirm the Vision, Mission and Strategic Objectives
 - The Strategic Objectives address six unique areas of planning including:
 - Community Mandates/Priorities
 - Financial / Revenue
 - Levels of Services
 - Partnerships
 - Standard
 - Governance / Organization

Task 3.0: Parks, Facilities, Recreation and Cultural Programming Assessment

3.1 Parks & Facilities Inventory and Assessment - Consulting Team will provide an electronic form for the Department to use in completing facility/amenity inventory. A park and facility tour will be performed with the Operations and Maintenance staff, and Programming staff. The findings from this review will be documented in a prepared data collection form. During this tour, general observation of park and recreation facilities will include:

- Photographs along with text to illustrate key environmental features in the City service area
- General state and condition
- Compatibility with neighborhoods

- Compatibility of amenities offered throughout the system
- Aesthetics/Design
- Safety/security
- Public access
- Program capacity and compatibility with users
- Partnership opportunities
- Revenue generation opportunities

3.2 Park Classifications and Level of Service Standards – The RDG+Pros Team will work with the Department to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team’s national experience and comparison with peer/survey agencies. These standards will be adapted based on the needs and expectations of the City.

3.3 Geographical Analysis through Mapping – The Consulting Team can work with the City to determine appropriate GIS mapping. The Consulting Team would utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs. This includes mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined as a circular area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the facility standards and service areas provided by the Consulting Team for each park and major facility type (amenity), a series of maps by each park classification and major amenities will be prepared. This mapping identifies gaps and overlaps in service area. It is assumed that the City will provide base GIS information including inventory and general location of park sites and amenities. The Consulting Team will provide maps in digital format (ARCGIS and Adobe Acrobat PDF format) and hard copy.

3.4 Recreation & Cultural Program Analysis – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the Department aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- User fee analysis for facilities and programs/services
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service

SCOPE OF SERVICES

The RDG + Pros Team proposes a comprehensive planning approach to address the requirements of the Parks, Recreation and Trails Master Plan and will deliver a living and working document that provides guidance for both short-term and long-term goals in a financially sustainable and achievable manner. The following is a detailed approach to develop the master plan related to implementing specific action items.

- **Create a plan that is grounded in inclusive and accessible community engagement** to ensure the broad interests of the diverse community and stakeholders in Norman are heard and can help guide growth and development of parks and recreation sites, facilities, and programs.
- **Outline a strategy for parks, recreation and greenspaces that is equitable to the entire community** regardless of socioeconomic, cultural, racial, or geographic differences, and provides fair community benefit to all.
- **Utilize a wide variety of data sources and best analytical practices** to predict trends and patterns of use, community impact, and how to address unmet needs in Norman.
- **Enhance the environmental resiliency of Cleveland County by leveraging parks and greenspaces** as green infrastructure that is equitably distributed throughout the community.
- **Shape the financial sustainability and organizational excellence** to achieve the strategic objectives, identify revenue opportunities, dynamic partnerships, and ensure future operational and maintenance needs are addressed.
- **Develop a dynamic and realistic action plan** that is based on unique levels of service, promotes health and safety, supports active lifestyles, builds community connectivity, and creates a road map to ensure long-term success and financial sustainability for Norman's parks, recreation programs, and facilities.

Task 1.0: Project Management, Progress Reports & Data Review

1.1 Kick-off Meeting – A kick-off meeting should be attended by the key Norman Parks and Recreation Department staff and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team. Detailed steps of this task include:

- **Confirmation** – The project goals, objectives, scope, and schedule will be confirmed.
- **Outcome Expectations** – Discuss expectations of the completed project.
- **Communications** – Confirmation on lines of communication, points of contact, level of involvement by the Department and local leaders, and other related project management details. Also, protocols and procedures for scheduling meetings should be agreed to.

1.2 Data Collection – The RDG+Pros Team will collect, log, and review key data and information to facilitate a thorough understanding of the project background. Key data and information that will be requested includes, but is not limited to:

- Park and Recreation Department Annual Reports
- A Legacy for the Next Generation
- Trail and Bicycle Master Plan
- Individual master plans for various parks and greenways
- GIS data from park and trail system
- Database on park system amenities
- Current Capital Improvement Program (CIP) Plan and Operating Budget

- 1.3 Progress Reports** - The Consulting Team will develop status reports to the City on a monthly basis. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project.
- 1.4 Prepare database of stakeholders** – The Consulting Team will work with the City who will gather contact information from a variety of sources. This information will be used in the key leadership/focus group interview portion of the Master Plan.

Task 2.0: Community Profile, Needs Assessment & Visioning

The RDG+Pros Team will utilize a **robust** public input process to solicit community input on how the parks and recreation system and programs meet the needs of residents into the future. This task is an integral part of the planning process. A wide range of community/participation methods may be utilized with traditional public meetings. The Consulting Team will prepare a community outreach agenda to include the number and types of meetings which will be held. Also, a statistically-valid-wide needs assessment survey will be conducted to identify community needs and issues related to recreation/park programs and facilities. Specific tasks include:

- 2.1 Demographic & Recreation Trends Analysis** – The Consulting Team will utilize the City’s projections and supplement with census tract demographic data obtained from ESRI, the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:
- To understand the market areas served by the City and distinguish customer groups.
 - To determine changes occurring in the City and the region, and assist in making proactive decisions to accommodate those shifts.
 - Provide the basis for Equity Mapping and Service Area Analysis

The demographic analysis will be based on US 2020 Census information, 2021 updated projections, and 5 (2026) and 10 (2031) year projections. The following demographic characteristics will be included:

- Population density; Age Distribution ; Households; Gender; Ethnicity; Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association’s (SFIA) 2022 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

- 2.3 Benchmark Analysis** – A benchmark analysis could be completed to compare the City of Norman’s Parks and Recreation system to five (5) other relevant peer agencies and aspirational communities (ie: SEC Communities). If desired, the Consulting Team can work with the City to identify the 15 key metrics to be surveyed and analyzed, as well as the benchmark and aspirational communities.
- 2.4 Facilitate the Public Input Process** – The RDG+Pros Team will identify, describe and implement a comprehensive strategy and methodology for citizen involvement in this Master Plan development process. Elements of the engagement process include:

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus Department efforts in core program areas and create excellence in those programs deemed most important by program participants. **We will also examine impacts of school and private facilities in the area and their potential partnerships with the Department.**

3.5 Prioritized Park and Facility / Program Priority Rankings— The Consulting Team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, program assessment, and the service area mapping into a quantified park and facility / program ranking. This priority listing will be compared against gaps or surplus in parks, facilities and amenities, as well as programs. This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and **provide guidance** for the Capital Improvement Plan. The analysis will include probable future parks, recreation facilities, open spaces and trail needs, as well as program needs based on community input, as well as state and national user figures and trends. Also, a set of prioritized recommendations for maintenance and renovation of parks, trails and recreation facilities will be developed. The Team will conduct a work session with the City to review the findings and make revisions as necessary.

3.6 Capital Improvement Plan – We recommend the development of a three-tier capital improvement plan that will assist the City of Norman in the inevitable and continuous rebalancing of priorities and associated expenditures. Each tier reflects different assumptions about available resources.

- **Sustainable** - Critical maintenance projects, including lifecycle replacement, repair of existing equipment, and safety and ADA improvements. Many of these types of improvements typically require one-time funding and are not likely to increase annual operations and maintenance costs. In many cases, these types of projects may reduce annual operations and maintenance costs.
- **Expanded Services** - Projects that include strategic changes to the existing parks system to better meet the unmet needs of the community. These types of improvements typically require one-time funding and may trigger slight increases in annual operations and maintenance costs, depending on the nature of the improvements.
- **Visionary** - Complete park renovation, land acquisition and new park/trail development. These improvements will likely increase annual operations and maintenance costs. Visionary projects also include planning efforts to support new/future development.

Task 3 Deliverables:

- Recreation, Cultural and Programming Plan capturing the process and results of all components of this Task to be included in the overall Parks, Recreation and Trails Master Plan

Task 4.0: Operations & Financial Implementation

4.1 Review of Current Maintenance and Operations – The Consulting Team will perform an analysis of the current maintenance and operational practices of the Department to evaluate its operational situation. This analysis will identify Department staffing needs, improved

operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This task will include recommendations in a comprehensive manner. This will include data collection, analysis and on-site observations of key organizational components in the following areas:

- Classification of services
- Administrative delivery
- Maintenance and operating standards
- Organizational design and staffing
- Customer service
- Staffing levels
- Field equipment/resources
- Service contracts
- Workload requirements
- Procedures manuals
- Existing policy and procedures management
- Performance measures and indicators
- Information systems and technology
- Marketing and communications
- Identify and expand partnerships/volunteer support for facilities and services
- Review and suggest new rules and regulations related to parks

4.2 Financial Analysis – The Consulting Team will perform analysis to document the financial situation of the City. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above.
- Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the Department to have more useful financial information for strategic decision-making.
- Seek opportunities to improve the financial sustainability of the Department including evaluating expenditures and increasing current and new sources of revenue.

4.3 Funding and Revenue Strategies – Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowments/Non-profits opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements

- Development agreements to support park acquisition, open space and park and facility development
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan

Task 5.0: Action Plan & Strategic Master Plan Development

The Parks Master Plan will be framed and prepared through a series of workshops with the City. The overall vision and mission statements will be affirmed or modified, and direction for the City will be established along with individual action strategies that were identified from all the research work completed. Specific tasks include:

- 5.1 **Develop Vision, Mission and Goals/Objectives** – The supporting vision and mission statements will be affirmed or developed with senior staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.
 - 5.2 **Strategic Action Plan** - Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, and priorities/timelines. These strategies will be classified as short-term, mid-term or long-term strategies and priorities. Following a half-day review workshop with the City, the Consulting Team will propose a prioritization schedule and methodology used on successful master plans across the United States from their work. Action plans will be established in the following key areas:
 - **Park Development and Improvements** – Recommendations that provide for short and long-term enhancement of park development, improvements, and land acquisition in the City.
 - **Park and Facility Operational Management** – Recommendations that provide for short and long-term enhancement of park and facility operational management practices of the City.
 - **Programs and Services** – Recommendations that provide for short and long-term development and maintenance of programs and services provided by the City, including opportunities to improve meeting user needs.
 - **Financial and Budgetary Capacity Development** – Recommendations that provide for short and long-term enhancement of the financial and budgetary capacity of the City related to parks and lands.
 - **Policies and Practices** – Specific policies and practices for the City that will support the desired outcomes of this Master Plan will be detailed.
 - 5.3 **Draft Report Preparation, Briefings and Final Strategic Master Plan** – The Consulting Team will prepare a draft Strategic Master Plan with strategies and action plans taking into account public input received, all analyses performed and the fiscal and operational impacts to the City. A presentation of the draft report will be facilitated with the City. Upon comment by the Department and key stakeholders, the Consulting Team will revise the Draft Master Plan to reflect all input received. Once the draft Master Plan is approved by City, the Consulting Team will prepare a final summary report and present to the City for final approval and adoption. The final plan will be prepared consisting of ten (10) printed and bound color copies and an electronic copy in a format compatible with the City's software.
- Task 5 Deliverables:**
- Parks and Public Spaces Plan capturing the process and results of all components of this Task to be included in the overall Parks and Recreation Comprehensive Plan.

Task 6.0: Final Plans

As stated in the goals, The RDG Team will develop visual materials with high graphic value, and we understand the importance of clear communication with the intent to inspire every Norman citizen throughout all stages of the process. Both visual materials and written content will be produced understanding that they will be critical for justification and support of funding.

6.1 Parks, Recreation & Trail Master Plan - Will be comprised of several components coming together in one cohesive comprehensive plan. All sections will have the ability to stand alone and include a summary of the process and clear outline of results, whether those be recommendations, guidelines and/or standards. The Recommended Table of Contents to include:

1. Executive Summary
2. Community Engagement Summary
3. Visioning & Mission and Vision Statements Summary
4. Inventory and Analysis Findings
5. Parks, Trails and Public Spaces Plan
6. Recreational, Cultural and Programming Plan
7. Fiscal Sustainability and Partnerships Plan
8. Image Guild for the Built and Natural Environments

6.2 Strategic Implementation Plan - The RDG Team will assemble a plan comprised of several components coming together in one cohesive implementation plan. All sections will have the ability to stand alone and include a summary of the process and clear outline of results, whether those be recommendations, guidelines and/or standards.

Task 6 Deliverables:

- **Parks, Recreation and Trails Master Plan** – The RDG Team will issue 50%, 90% and 100% complete draft documents for review and comment
- The RDG Team will Present the Draft and Final Plan
- **Strategic Implementation Plan** - The RDG Team will issue 50%, 90% and 100% complete draft documents for review and comment
- The RDG Team will Present the Draft and Final Plan

Added Service: Design Guidelines

“The fundamental purpose of the Design Guide is to provide a thoughtful long-term vision for park architecture and management of natural landscapes and resources.”

Think back to your first memories of a visit to one of Norman’s Park facilities. What were your first impressions? They were likely dominated by a sense of the wonder of outdoor and the surrounding park environment, as many of Normans parks and open spaces are located in attractive places and dramatic landscapes. This sense of awe was possibly combined with anticipation of seeing your first cousins at a family reunion or participating in a family activity, like fishing, hiking, picnicking, swimming or any other outdoor recreation opportunity available in Norman’s parks.

These first impressions were probably colored by the different look and feel of the buildings in the park. The distinctive pavilions, shelters, site furnishings, lighting and trail amenities have become associated with the identity of Norman Parks Goals, Objectives and Principles

The Norman’s Parks, Trails and Trails Design Guide will identify and recognize the importance of park architecture and the natural environment in the overall visitor experience - this being an interplay of the structures that frame outdoor life and family experiences within a backdrop of the most scenic and environmentally significant places in the City of Norman. The fundamental purpose of the Design Guide is to provide a thoughtful long-term vision for

Norman's park architecture and natural environment. It will build on the best of the past, along with the best of the present, for future generations that will be enriched by both.

Norman Parks, Recreation and Trail Design Guide will:

- Provide a framework for future park infrastructure to improve and enhance the Norman Park identity, permeated with sustainability and overall quality of park facilities, consistent with the department's role as leader in quality-of-life stewardship and provider of outdoor recreation opportunities.
- Integrate the best of the past of Norman Park architectural identity with the best of current sustainable design practices, materials and construction techniques to create an overall unifying visual park experience that is built to last.

Objectives

- Identify design principles and possible elements common to all yet create a filtering system to guide the design development of individual projects, allowing for variations within neighborhoods, park-to-park, structure category and site context.
- Create design templates further defining various park structures common to all: entrance portals (park entrance signs); interpretive kiosks, shelters; restroom facilities, picnic shelters; site furnishings and signage. Template variations will accommodate focal point or support facility tiers as well as primary, secondary and tertiary functions.
- Identify design guide parameters for those larger focal point facilities such as park pavilions and recreation/cultural centers.

Some Common Design Principles

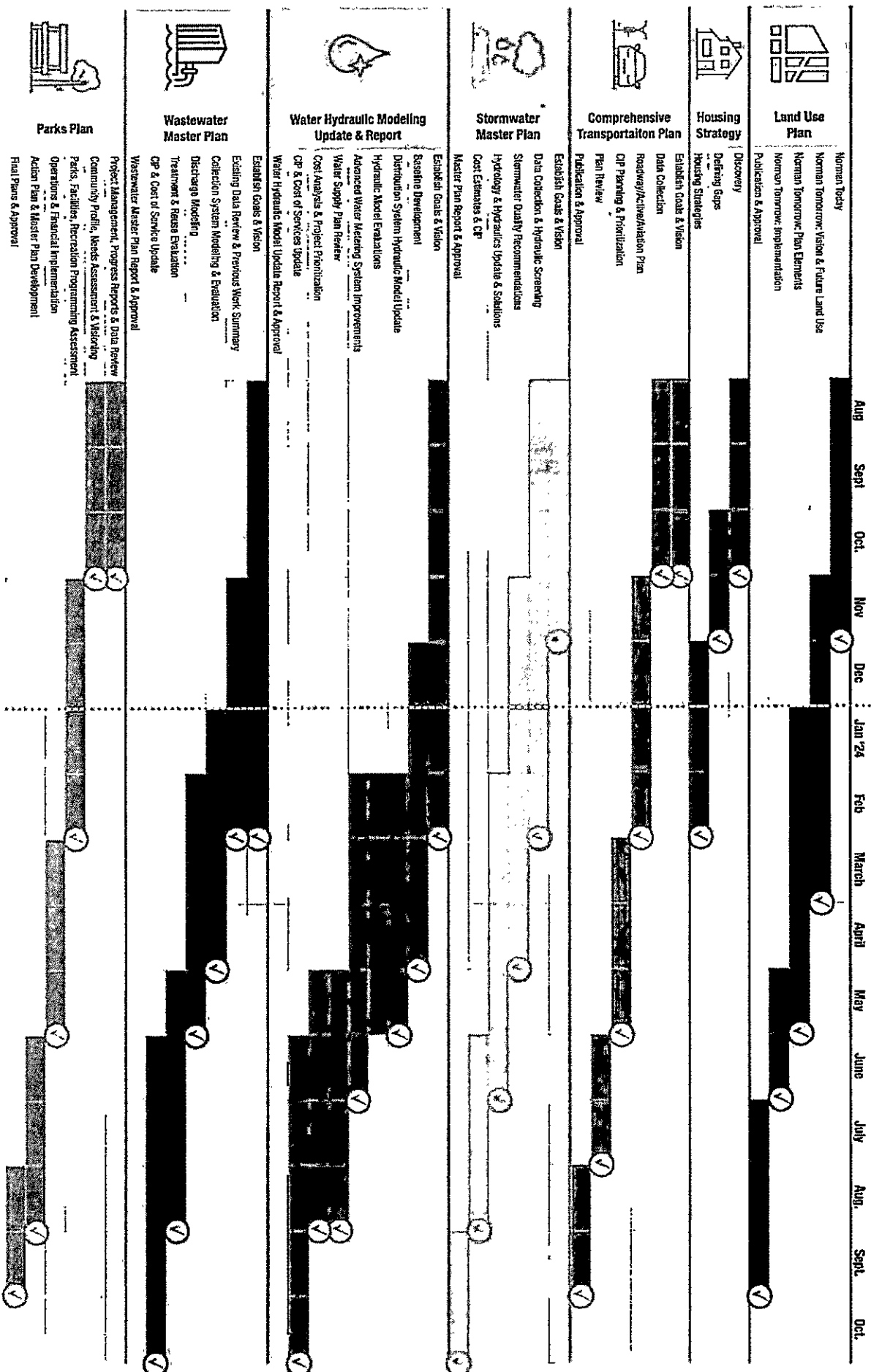
1. Provide leadership in using sustainable principles for design, development/construction, and operation.
2. Create and restore facilities using environmental and cultural cues drawn from the individual park and specific site.
3. Develop with quality and durability in mind (buildable, affordable, accessible (ADA), functional and maintainable).
4. Create facilities that unify the visual experience.



Attachment B



Exhibit B - Parks & Recreation Master Plan Timeline



Attachment C



Parks and Recreation Master Plan - Fee Proposal

Exhibit C

Task 1.0 Project Management, Progress Report & Data	\$37,150
Kick-Off Meeting	\$6,670
Data Collection	\$12,680
Progress Report	\$4,800
Prepare Database of Stakeholders	\$8,400
Deliverables	\$4,600
Task 2.0 Community Profile, Needs Assessment & Visioning	\$42,600
Demographic & Recreation Trends Analysis	\$5,400
Benchmark Analysis	\$7,800
Facilitate the Public Input Process	\$15,600
Mission Statement & Vision Statement DRAFT	\$4,800
Deliverables	\$9,000
Task 3.0 Parks, Facilities & Recreation Programming Assessment	\$58,790
Parks and Facilities Inventory and Assessment	\$12,500
Park Classifications and Level of Service Standards	\$5,800
Geographical Analysis through Mapping	\$8,600
Recreation Program Analysis	\$6,500
Prioritized Park and Facility / Program Priority Rankings	\$8,500
Capital Improvement Plan	\$6,890
Deliverables	\$10,000
Task 4.0 Operations & Financial Implementation	\$32,800
Review of Current Maintenance and Operations	\$6,500
Financial Analysis	\$8,250
Funding & Revenue Strategies	\$7,250
Deliverables	\$8,800
Task 5.0 Action Plan & Strategic Master Plan Development	\$28,200
Develop Vision, Mission and Goals / Objectives	\$4,800
Strategic Action Plan	\$7,800
Draft Report Preparation, Briefings and Final Strategic Master Plan	\$6,800
Deliverables	\$8,800
Task 6.0 Final Plans	\$55,000
Parks and Recreation Master Plan	\$28,000
Strategic Implementation Plan	\$15,000
Deliverables	\$12,000

Total Fee \$254,540

Total Additional Services and Reimbursables \$57,000

CITY - Additional Services	Estimated Fee
Additional Task 3A - Built Environment Image Guide	\$35,000
Additional Task 3B - Natural Environment Image Guide	\$18,000
CITY - Reimbursables	Not to Exceed
	\$4,000

* CITY extra Public Meeting attendance costs billed according to the fee schedule attached hereto.

TOTAL CONTRACT AMOUNT NOT TO EXCEED \$311,540

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-83: A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF CLEVELAND COUNTY COMMISSIONERS FOR THE SALE OF REAL PROPERTY LOCATED AT 718 N. PORTER IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/26/2023

REQUESTER:

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-83: A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF CLEVELAND COUNTY COMMISSIONERS FOR THE SALE OF REAL PROPERTY LOCATED AT 718 N. PORTER IN NORMAN.

BACKGROUND:

Norman voters approved the Norman Forward Quality of Life Projects Sales Tax of 2015, which provided a one-half (1/2) percent sales tax dedicated to fund a number of Quality of life projects, including a Senior Wellness Facility (the "Facility"). After considering a number of locations for the new Facility, Council opted to locate it Facility on the southeast corner of the Porter Campus of the Norman Regional Health System ("NRH"). At the same time discussions were occurring about locating the Facility on the Porter Campus, discussions were also occurring between the City and NRH about property owned by NRH located at 718 N. Porter. As the Porter Campus redevelops, NRH communicated that it would no longer have a need for 718 N. Porter and expressed an interest in conveying it to the City. The City was interested in receiving the property at that time and a variety of uses were proposed, including a permanent night shelter, a sobering center, and a resource center. Ultimately, Council approved a Purchase and Sale Agreement with NRH on December 14, 2021 and upon closing on the transaction in May 2022, the City transferred its Porter Campus property to NRH in exchange for retaining the Senior Center tract and obtaining ownership of 718 N. Porter. 718 N. Porter has remained vacant since that time.

During an unexpected cold snap over the holidays, the fire sprinkler lines in the building froze, which resulted in a flooding event. This resulted in significant damage to both the first and second floors of the building. Council considered repairing the building and using it for a permanent night shelter, but costs to repair and update the building to current building standards for a more residential, overnight use were substantial.

Cleveland County approached the City about the possible purchase of the building for office and storage uses. After obtaining property repair estimates, the County offered a purchase price of \$500,000 and offered to pay all closing costs.

DISCUSSION:

Contract K-2324-83 would memorialize the County's offer. Upon the effective date of the contract, there is a 30 day due diligence period. After the expiration of this period, a closing date will be selected on which the transaction will be finalized. The County is purchasing the property in an AS-IS and WHERE-IS condition with all faults.

RECOMMENDATION:

Staff forwards K-2324-83 for Council consideration.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2023 (the "Effective Date"), between THE CITY OF NORMAN, OKLAHOMA, an Oklahoma municipal corporation (hereinafter referred to as the "Seller"), and the Board of County Commissioners, an Oklahoma political subdivision (hereinafter referred to as "Purchaser"), together with the City, the "Parties" and each one a "Party").

R E C I T A L S:

A. The Seller acquired 718 N. Porter Avenue (the "718 Property") from Norman Regional Hospital Authority ("NRHS") pursuant to a Purchase and Sale Agreement dated December 22, 2021 regarding, among other things, the purchase, sale, and development of certain real property located in the City of Norman, Cleveland County, Oklahoma for the construction of the NRHS's Porter Health Village and the City's Senior Wellness Center.

B. The 718 Property has been vacant since the Seller's acquisition and the Seller desires to sell the property to another government entity.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. Purchase and Sale of Land. On the Closing Date the Seller will convey all of its right, title and interest in and to certain real property and improvement on the 718 Property to the Purchaser. The legal description is attached hereto as Exhibit A.
2. Purchase Price. Subject to the adjustments and prorations herein described, the Purchaser shall pay the sum of \$500,000.00 to the Seller on the Closing Date ("Purchase Price").
3. Due Diligence Period. Commencing on the Effective Date and ending on a date thirty (30) days later (the "Due Diligence Period"), the Parties shall obtain an ALTA survey for the Porter Campus (the "Survey") which meets minimum standard ALTA survey requirements and is sufficient to induce Title Insurer to provide survey coverage on the Title Policy.
4. Title; Title Curative. During the Due Diligence Period, the Parties will diligently work together to obtain and review preliminary binders (each a "Title Commitment", and together the "Title Commitments") for the 718 Property for the issuance of an ALTA Form B owner's title insurance policy (the "Title Policy"), together with a Pro Forma of the Title Policy (the "Pro Forma", Endorsements (the "Endorsements") to the Title Policy, if any, and legible copies of the instrument(s) creating an exception to the title to the land. The Title Commitments, Pro Forma, and any Endorsements to Title Policy will be issued by First American Title Company, located at 421 N.W. 13th Street,

Suite 320, Oklahoma City, Oklahoma 73103 (the "Title Insurer"). The Parties will take all necessary actions to satisfy all items set forth on Schedule B, Part I requirements of the Title Commitments of their respective portion of the Properties in a timely manner. So long as the Parties are diligently pursuing all curative actions set forth herein, the Parties hereby agree to extend the Due Diligence Period by that amount of necessary to complete all title curative actions.

5. Seller's Representations and Warranties. Seller hereby represents and warrants to the best of Seller's actual direct firsthand knowledge and belief, the following:

- (a) This Agreement has been authorized by all necessary action of the governing body of the Seller and the Seller has full authority and right to enter into this Agreement and proceed to fulfill its terms;
- (b) The Seller is not aware of having been notified, orally or in writing, and is not aware of any instances in which the 718 Property is in violation of any codes, statutes, ordinances, or regulations;
- (c) All bills, invoices, and claims have been or will be paid prior to Closing, such as any amounts due that could result in a lien against the 718 Property if not paid;
- (d) The Seller is not aware of being subject to or bound by any judgment, decree, injunction, or other court order in respect to the 718 Property; and
- (e) The Seller is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against the Seller in written correspondence to the Seller that would adversely affect any portion of the 718 Property or the ability of the Seller to convey good and marketable title to the 718 Property, or that would limit the Purchaser's ownership and control or rights to use the 718 Property after the Closing, and subject to any quiet title or other title curative actions as may be contemplated herein.

The Seller's representations and warranties herein shall survive for the benefit of the Purchaser for a period of one (1) year after the Closing.

6. The Purchaser's Representations and Warranties. The Purchaser hereby represents and warrants to the best of the Purchaser's actual direct firsthand knowledge and belief, the following:

- (a) This Agreement has been authorized by all necessary action of the governing body of the Purchaser and the Purchaser has full authority and right to enter into this Agreement and proceed to fulfill its terms.
- (b) The Purchaser is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against

the Purchaser (in written correspondence to the Purchaser) that would inhibit or prevent the Purchaser from entering into this Agreement and fulfilling its terms.

The Seller's representations and warranties herein shall survive for the benefit of the Seller for a period of one (1) year after the Closing.

7. Condition of Property and Disclaimers by the Seller and the Purchaser: Release.

- (a) The parties acknowledge and agree that, except as expressly set forth in this Agreement or in any of the documents delivered at Closing, as applicable, neither party, nor any other Covered Party (as hereinafter defined), have made, and except as expressly set forth in this Agreement or in any of the documents delivered at Closing, the parties are not liable or responsible for, or bound in any manner by, and hereby expressly disclaims, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information, or inducements pertaining to the 718 Property or any part thereof, the title and physical or environmental condition thereof the quantity, character, fitness and quality thereof, the merchantability, fitness for a particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof (including, without limitation, the construction of either parties' intended uses), the legality of either parties' intended use for the Properties under the Seller's current zoning ordinances affecting the Properties, or any other matter or thing of whatsoever kind or nature with respect thereto. The Purchaser further acknowledges, agrees, represents, and warrant that it has assumed the duty to inspect the 718 Property as provided for in this Agreement, and thereby assumes any and all liabilities or obligations relating to any physical or environmental condition as of the Closing Date. The delivery of surveys, title reports, inspections, plans, specifications, or other information, if any, pursuant to this Agreement shall not constitute a representation by the Seller that such information is current, correct, accurate, whole, or complete. It has been and remains the responsibility of the Purchaser, at its sole cost and expense, to satisfy itself as to the condition of the 718 Property including, without limitation: (i) the nature and condition of the property, including but not limited to the water, soil, geology, drainage, topography, flora and fauna and the suitability thereof, and of the 718 Property for any and all activities and uses which such party may elect to conduct thereon, or any improvements such party may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations in any other manner relating to or effecting the same; (ii) the nature and extent of any easement, right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iii) the presence or absence of any environmentally-threatened species; (iv) the presence or absence of any environmental hazardous substance or material and the compliance of the 718 Property or the

operation of the 718 Property with any laws, rules, ordinances or regulations of any government or any regulatory bodies; (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water, cable, underground water reservoirs, limitations regarding withdrawal of water and faulting; (vi) whether or not, to the extent to which the Properties or any portion thereof, is affected by any stream (surface or underground) body of water, flood-prone area, flood plain, flood way or special flood hazard; (vii) drainage; (viii) soil conditions, including but not limited to the existence of instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides or the sufficiency of any undershoring; (ix) zoning to which the Land and any portion thereof may be subject; and (x) availability of any utilities to the Properties or any portion thereof. Upon the Closing, each party shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions not otherwise disclosed herein, may not have been revealed by such party's investigations of the Properties. Without limiting the foregoing, the parties hereby expressly acknowledge and agree that, except as expressly set forth in this Agreement or in any of the documents delivered at a Closing, the County is purchasing the 718 Property as of the Closing Date in its **"AS-IS and WHERE-IS" condition WITH ALL FAULTS**. The provisions of this Paragraph 7 (b) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

- (b) Without limiting the provisions of Paragraph 7(b), above, and except as expressly set forth in this Agreement or in of the documents delivered at any Closing, each party, upon Closing, fully and completely releases the other party and (as the case may be) such other parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives any and all claims, demands, causes of action (including but not limited to causes of action in tort), losses, damages, liabilities, injuries, deaths, costs and expenses (including but not limited to attorneys' fees and disbursements, expert witnesses, discovery expenses, and court costs, whether the suit is instituted or not) of any and every kind, nature or character, whether known or unknown, liquidated or contingent (hereinafter collectively called the "Claims") arising from or relating to any matters set forth in this Paragraph 7 and as relating to: (i) any physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) or any and all other acts, omissions, events, circumstances or matters regarding the 718 Property; or (ii) any other conditions, including, without limitation, environmental and other physical conditions affecting the 718 Property, whether the same are a result of negligence of such other party or otherwise. The release set forth in this Paragraph 7(c) specifically includes, but is not limited to, any claims under

any environmental laws of the United States, the State of Oklahoma, or any political subdivision thereof, as any of those laws may be amended from time-to-time, and any regulations, orders, rules or procedures or guidelines promulgated in connection with such laws, regardless of whether they are in existence on the date of this Agreement. The parties acknowledge that each party has been represented by independent legal counsel of such parties' selection, and each party is granting this release of its own volition and after consultation with such parties' counsel. Except as otherwise expressly provided in this Agreement, the Purchaser acknowledges that any condition of the 718 Property that such party discovers or desires to correct or improve after the Closing Date shall be at its sole expense. The provisions of this Paragraph 7(c) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

8. Confidentiality of Inspection Matters. The Parties acknowledge that in the course of performing due diligence of any portion of the 718 Property, the Seller may provide to the Purchaser information that is nonpublic, confidential or proprietary in nature. The Parties agree to maintain the confidence of all information delivered by the other Party and not to disclose or use any information provided by the other Party for any purpose other than evaluating the Properties. Further, the Parties agree to waive, discharge, release, and hold harmless, each other and each Parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives (collectively with each Party, the "Covered Parties"), harmless from and against any and all losses, costs, damages, demands, liens, claims, liabilities, injuries, deaths, or expenses (including, but not limited to, attorneys' fees incurred, regardless of whether litigation is ever commenced) incurred by any Covered Party arising from or related to any of Parties' due diligence or inspections hereunder.

9. Closing. This Agreement shall close (the "Closing") five (5) business days after expiration of the Due Diligence Period (the "Closing Date"), such Closing to take place at the offices of the Title Insurer at such time to be mutually determined by the Purchaser and the Seller. But in no event shall the Closing take place later than ninety (90) days after the end of Due Diligence Period, unless agreed to extend by the Parties.

10. Deliveries. At the Closing, each Party shall deliver or cause to be delivered to the other Party and/or the Title Insurer, as applicable, the following, each fully executed, attested, sworn to, and acknowledged (where appropriate):

- a. Special Warranty Deed. A Special Warranty Deed duly executed by the Party in substantially the form of Exhibit "B" attached hereto (the "Deed") conveying such portions of the Properties to the other Party as set forth herein, subject to only those exceptions approved by grantee Party.
- b. Purchase Price. The Purchase Price, subject to the prorations as provided for in this Agreement, by cashier's check or by wire transfer of immediately available United States funds.

- c. FIRPTA Affidavit. An affidavit in form and substance satisfactory to Title Company stating that the respective Party is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and implementing regulations.
- d. Proof of Authority. Such evidence as to the authority of each Party to enter into this Agreement and to discharge the obligations of such Party pursuant hereto as the other Party and the Title Company shall reasonably require.
- e. Closing Statement. The document prepared by the Title Company (the "Closing Statement") to be duly executed by each Party to record the payment of the costs of performing this Agreement and the corresponding adjustment, if any, of the Purchase Price.
- f. Additional Documents. Such additional documents, including lien and possession affidavits, as may be reasonably requested by each Party and the Title Company to consummate this Agreement.

11. Possession. Possession of the 718 Property shall be given to the Purchaser on the Closing Date, free from all parties claiming a right to possession or having claims against the 718 Property, other than as claimants under only the exceptions to title stated in the Title Commitment approved by the Seller. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the 718 Property shall pass to the County.

12. Prorations. All receipts and disbursements relating to the 718 Property shall be prorated at the Closing as of 11:59 p.m. on the day preceding the Closing Date, and the Purchase Price of the 718 Property shall be adjusted as provided in the Closing Statement.

13. Taxes. All ad valorem taxes and installments of special assessments, if any, to the extent they had vested and become due for the calendar years preceding the year in which the Closing Date occurs shall be paid by Seller. All ad valorem taxes and installments of special assessments, if any, for the calendar year in which the Closing occurs shall be prorated to the Closing Date based on the latest available tax rate and assessed valuation. To the extent applicable, Purchaser shall pay all ad valorem taxes from and after the date of Closing.

14. Closing Costs. Unless otherwise stated herein, the costs of these transactions shall be borne entirely by the Purchaser.

15. Condemnation: Casualty. In the event of actual or threatened condemnation or damage to or destruction of all or any part of the 718 Property prior to the Closing Date, the Parties hereby agree to negotiate in good faith, a reduction of the value, which in turn may affect the Purchase Price.

16. Default; Remedies. If either Party fails to perform such party's obligations under this Agreement (except as excused by the other Party's default), the Party claiming default will

make written demand for performance. If such Party fails to comply with such written demand within thirty (30) days after receipt thereof, the other Party will have the option to waive such default, to demand specific performance, to exercise any other remedy available at law or in equity, or to terminate this Agreement. Except as otherwise set forth herein, on such termination, the Parties will be discharged from any further obligations and liabilities under this Agreement. However, in no event and under no circumstance, will either party be liable for (and the PARTIES HEREBY COMPLETELY AND UNCONDITIONALLY WAIVE, RELEASE, DISCHARGE, SURRENDER AND REFUSE ALL RIGHTS TO any speculative, treble, special, rescission, cumulative, consequential, non-economic, or punitive damages.

17. Miscellaneous. It is further understood and agreed as follows:

(b) Entire Agreement. This Agreement constitutes the entire agreement between the Seller and the Purchaser relating to the sale of the Land. This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the sale of the 718 Property and there are no agreements, understandings, warranties or representations between the Seller and the Purchaser except as set forth herein.

(c) Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

(d) Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by telefacsimile (with a confirming copy sent within one (1) day by any other means described in this section) to the party designated to receive such notice, or on the date following the day sent by overnight courier or on the third (3rd) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

If to the Seller: City of Norman
 Attn: City Manager
 201 W. Gray St.
 Norman, Oklahoma 73069
 Telephone: 405/366-5404
 Facsimile: 405/366-5389
 Email: darrel.pyle@normanok.gov

With a copy to: City of Norman
 Attn: City Attorney Kathryn Walker
 201 W. Gray
 Norman, Oklahoma 73069
 Telephone: 405/217-7700
 Facsimile: 405/366-5425
 Email: kathryn.walker@normanok.gov

If to the Purchaser: Cleveland County
Attn: Board of County Commissioners _____
201 South Jones, Suite 200
Norman, Oklahoma 73069

Telephone: 405/366-0200
Email: rcleveland@clevelandcountyo.com

With a copy to: District Attorney's Office
Attn: Civil Division
201 S. Jones, Suite 300
Norman, Oklahoma 73069
Telephone: 405/321-8268
Email: robin.moore@dac.state.ok.us

(e) Attorneys' Fees. If any party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys' fees, expert witness fees, discovery expenses, disbursements and litigation expenses incurred by the successful party.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the County District Court of Cleveland County, State of Oklahoma or the United States Western District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (i) any objection any party might now or hereafter have to the venue in any such court; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(g) Brokerage; Commissions. Each Party (the "Indemnifying Party") represents and warrants to the other that it has not dealt with any real estate brokers or other third parties in connection with this Agreement and the Indemnifying Party agrees to indemnify and hold the other harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney's fees, arising out of any compensation due or alleged to be due to any broker with whom the Indemnifying Party may have dealt with during the course of the transaction set forth in this Agreement.

(h) Severability. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

(i) Binding Effect. This Agreement will inure to the benefit of and bind the respective successors, heirs, beneficiaries, trustees, and assigns of the Seller and the Purchaser.

(j) Time. Time is the essence of each provision of this Agreement.

(k) Captions. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe, or limit the scope of any provision of this Agreement.

(l) Full Execution. This Agreement shall be deemed fully executed and binding upon the Seller and the Purchaser if and when each party has executed this Agreement or separate counterparts.

(m) Computing Time Periods. In determining the end or final date for any period of days hereunder that starts from a specified date or specified event, the day of that specified date or event shall not be counted and instead the counting of days shall commence the next calendar day after that specified date or specified event. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the day for performance shall be extended to the next business day.

(n) Counterparts. This Agreement may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed an original. Executed counterparts of this Agreement delivered by fax machine or electronic image via email shall be deemed original documents for all purposes so long as original signatures are kept and verifiable as being executed prior to transmission.

(o) Termination. Notwithstanding any provision hereof to the contrary, notwithstanding any termination of this Agreement, whether by reason of a default of a party, by mutual agreement or for any other reason, the obligation to pay for respective development, planning, design, engineering, or infrastructure costs incurred prior to termination shall survive such termination and remain in full force and effect.

(p) Survival. Unless otherwise state herein, the development rights, obligations, representations, and covenants of the Parties contained in this Agreement shall survive Closing.

(q) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld by and in such parties' sole discretion provided any assignee shall continue to be bound by the terms of this Agreement.

(r) No Individual Liability. The Parties acknowledge and agree that this Agreement is being entered into by two entities and that no person or individual is a party to this Agreement, and therefore the Parties hereby completely and unconditionally waive, release, discharge, surrender and refuse all rights to any claims or causes of action against any individual in any personal capacity for any claims, remedies, or damages arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.



“ Seller”:

CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: _____
Name: Larry Heikkila
Title: Mayor

Date of City’s Execution: _____, 2023

Attest: _____
Brenda Hall, City Clerk

Approved as to form and legality this 22 day of
September, 2023.

General Counsel/City Attorney

“Purchaser”:

CLEVELAND COUNTY

By: Rod Cleveland
Rod Cleveland, Commissioner

Jacob McHughes
Jacob McHughes, Commissioner

Rusty Grissom
Rusty Grissom, Commissioner

Date Of County’s Execution: Sept. 18,
2023.

Index to Exhibits:

- A: Legal Description
- B: Special Warranty Deed

Exhibit "A"

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26) in Block Three (3), of J.A. Jones Addition to Norman, Cleveland County, Oklahoma.

Exhibit "B"

Special Warranty Deed

After recordation, return to:

Space Reserved for Recording Information

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ (the "Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and assign unto the _____ (the "Grantee"), with an address of _____, the real property and premises situated in the City of Norman, Cleveland County, State of Oklahoma, and described on Exhibit "A" attached hereto, together with any improvements situated thereon and appurtenances thereunto belonging (the "Land").

TO HAVE AND TO HOLD the Land unto the Grantee, its successors and assigns, forever, free and clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature; LESS AND EXCEPT any and all interests in and to oil, gas and other minerals as this is a surface rights conveyance only, and SUBJECT to all of the exceptions to title set forth on Exhibit "B" attached hereto and incorporated herein by reference:

Grantor hereby warrants title to the Land against any and all acts, conveyances, liens and encumbrances affecting the Land made or suffered to be made or done by, through or under Grantor, but not otherwise, and in any event excluding from this warranty the matters set forth on Exhibit "B" attached hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2023.

“Grantor”:

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by _____, in his/her capacity as _____ of _____.

(Seal)

Notary Public
My Commission Expires: _____
Commission # _____

EXHIBIT "A" TO SPECIAL WARRANTY DEED

Legal Description

EXHIBIT "B" TO SPECIAL WARRANTY DEED

Permitted Exceptions
[Subject to revision based on title commitment]

TBD