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

This Agreement, made and entered into this ____21_ day of January, 2025, by and between the City of Norman, a municipal corporation ("CITY") and RDG Planning & Design, Inc., a Iowa corporation having a primary place of business at 301 Grand Avenue, Des Moines, IA 50309, registered to do business in Oklahoma ("RDG").

RECITALS

WHEREAS CLIENT requires planning services in order to develop a Master Plan to guide future potential development of property within the City of Norman identified as follows: bounded on the West by N. Carter Avenue, on the East by 12th Avenue NE, on the North by E. Robinson Street, and on the South by E. Main Street ("**Griffin Property**"). These planning services are more fully described in this Agreement (hereinafter referred to as "Project Services"); and

WHEREAS, RDG, itself and through its subcontractors, has offered to provide the Project Services defined herein;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **Term of Agreement.** This Agreement shall cover services as set forth in **Exhibit A.**

2. **RDG's Services.** RDG, itself and through its subcontractors, agrees to provide services described in Attachment A, which is attached hereto and incorporated by reference into this Agreement.

2.1 RDG an Independent Contractor. The parties agree that RDG shall act and be an independent contractor and not an employee of the CLIENT, and shall obtain no rights to any employee benefits which accrue to CLIENT's employees. All services performed pursuant to this Agreement shall be performed by RDG as an independent contractor. RDG shall not have the power to bind or obligate the CLIENT except as set forth in this Agreement or as otherwise approved by the CLIENT in writing.

2.2 RDG Personnel and Subcontractors. RDG has been selected to provide the Project Services with a certain team of consultants or personnel and no identified subcontractors. Thus, no RDG subcontractors shall be consider a party to this Agreement, nor shall any be considered to take rights hereunder. Additionally, RDG's known and identified team is a material factor in RDG's selection for this Project, and RDG will work in consultation with the CLIENT regarding any team member substitutions, additions or

removals. RDG shall be solely responsible for the payment of wages, salaries, fringe benefits and other compensation of, or claimed by, RDG's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes. RDG shall be further be solely responsible for the payment of compensation claimed by its subcontractors in the performance of Project Services.

2.3 Additional Services. If, during the progress or upon completion of the work outlined in Exhibit A to this Agreement, it is desirable or necessary to the CLIENT, RDG may perform additional services other than those outlined in therein, an hourly schedule and reimbursable expense schedule may apply based upon the rates included in Attachment A, or a fee may be negotiated at a later time. Additional Services shall not be performed by RDG, or any of its personnel or subcontractors, except upon written direction of the CLIENT. Additional Services other than those currently identified in Attachment A may be added to this agreement by amendments(s) at such time the City is prepared to proceed with each Additional Service.

2.4 Professional Responsibility. RDG shall endeavor at all times to deliver the Project Services in a professional, effective, and timely manner pursuant to this Agreement and at all times provide the level of skill, care, and diligence in the performance of the Project Services hereunder in accordance with those customarily accepted in the respective profession(s). If RDG or its various contractors or subcontractors, including the RFP Subcontractors, fail to meet the foregoing standard, RDG will perform at its own cost, and without reimbursement from the CLIENT, the professional services necessary to correct errors and omissions that are caused by this failure.

2.5 Compliance with Laws. RDG shall comply with all known federal, state, and local laws, ordinances, and regulations applicable to the Project Services. RDG shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. To the extent a change in applicable law materially alters the services provided by RDG hereunder, RDG shall submit a proposal for Additional Services allowing RDG's compliance with said change in law.

2.6 Schedule. RDG's services shall be performed as expeditiously as is consistent with its professional skill and the Standard of Care stated herein, and according to the Schedule described in Exhibit A.

2.7 Safety. In the performance of the Project Services, RDG shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes that are in effect at the time of this agreement.

3. Compensation. Excepting any Additional Services provided as set forth in Paragraph 2.3 or Reimbursables, RDG's compensation for Project Services shall be in an amount not to exceed **$49,500.00** as outlined in Exhibit A, attached hereto and incorporated by reference

into this Agreement. Including Additional Services and Reimbursables identified in Attachment C, the total contract amount shall not exceed **$49,500.00**.

3.1 Reimbursable Expenses. All travel, printing/duplication, and additional meeting costs will be billed to the CLIENT at cost not to exceed those amounts set forth in Exhibit A, if any.

3.2 Deliverables. The Consultant will provide deliverables as described in the attached Exhibit A.

3.3 Payment Terms. Payment for services shall be made per monthly invoices for services performed within 30 days of receipt of invoice. The CLIENT shall have the right to withhold payment to RDG for any work not substantially completed as outlined in the scope until such time as RDG completes such work. All services will be billed to the CITY according to the terms of this Agreement. For Additional Services not already set by this Agreement, and for any extra public meeting attendance, payment by CLIENT shall be based on hourly rates included in Exhibit A.

4. CLIENT Responsibilities.

4.1 Access to Work. The CLIENT shall make best efforts to arrange access to and make provisions for RDG and its personnel, contractors or sub-contractors to enter upon public and private lands as required to perform such work as inventories, field surveys, and inspections in the development of the Project.

4.2 Records, Files, and Previous Planning Efforts. CLIENT agrees to provide RDG with all information, surveys, reports, CAD files, and professional recommendations and any other related items reasonably requested by RDG in order to provide its professional services to the extent CLIENT is legally permitted to do so. RDG may rely on the accuracy and completeness of these items, and additional or duplicative work necessitated by a failure of CLIENT under this provision may be billed by RDG as Additional Services, to the extent the additional or duplicative work is necessary, reasonable and results solely from the CLIENT's failure under this provision. CLIENT agrees to provide such items and to render decisions in a timely manner so as not to unduly delay the orderly and sequential progress of RDG's services.

4.3 Mapping. The CLIENT will provide all land use data in a GIS format. The collection of this necessary data through a land use inventory conducted by RDG will constitute additional services beyond the scope of work identified in Attachment A. The CLIENT will assist RDG in obtaining all available electronic maps in a form reasonably usable by RDG, including recent plats and other changes since the completion of the community comprehensive plans.

4.4 Consideration of RDG's Work. The CLIENT shall give thorough consideration to all reports, drawings, and other documents presented for review by RDG and shall inform RDG of all decisions in a reasonably timely manner avoid undue delays.

4.5 [Reserved].

4.6 Meetings. The CLIENT shall provide logistical support for all meetings, including arranging for meeting places and required public notifications. The CLIENT shall be responsible for any costs associated with required public meetings, public notices, and other meetings associated with the Project, excluding any items included within the scope outlined in Attachment A. RDG agrees to attend public meetings in Norman, OK as identified in Attachment A.

4.7 CLIENT's Representative. The CLIENT's representative, the Director of Planning and Community Development, her designee, or such other person as designated by the CLIENT, shall be responsible for communications regarding the CLIENT's portion of the Project management.

5. Insurance Requirements. During the term of this Agreement, RDG shall maintain, and where work is subcontracted or sublet, RDG shall ensure its subcontractors (including the RFP Subcontractors) maintain, at a minimum, the following insurances:

5.1 General Liability. RDG shall maintain commercial general liability insurance in the amount of $1,000,000 per occurrence/$2,000,000 annual aggregate, which provides coverage for claims for claims arising from personal injury, bodily injury and property damage.

5.2 Automobile Liability. RDG shall maintain automobile liability coverage for non-owned and hired autos, in the amount of $1,000,000.00 per occurrence which protects RDG from claims for bodily injury and property damage.

5.3 Workers' Compensation Insurance. RDG shall obtain and maintain Workers' Compensation Insurance as required by all applicable State statutes, for all of their respective employees, and in case any work is sublet, RDG shall require any subcontractors to provide Workers' in compliance with Oklahoma law.

5.4 Professional Liability. RDG shall maintain insurance protecting it from damages arising from its professional acts, errors and omissions in the amount of $1,000,000 per claim and $2,000,000 in the aggregate.

5.5 Additional Terms. The CLIENT shall be listed as an additional insured as respects the General Liability and Automobile Liability policies required here. RDG hereby indemnifies the CLIENT for any damage resulting to it from failure of either RDG or any of its contractors or subcontractors to obtain and maintain such insurance according to the terms of this agreement. Prior to commencing services, and on an annual basis thereafter, RDG shall, if requested, provide CLIENT with certificates of insurance establishing and attesting to the existence of the insurance coverage required by this

Agreement. Such certificates shall provide that no coverage shall be cancelled without 10 days written notice to CLIENT. In the event RDG does not obtain or maintain the coverage required by this Agreement, CLIENT may, at its option, immediately terminate this Agreement.

6. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by giving ten (10) calendar days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by RDG pursuant to this Agreement, shall be provided to the CLIENT. Upon termination the CLIENT shall pay RDG for all undisputed services rendered and costs incurred up through the termination date for any substantially complete work on the project prior to the date of termination.

7. **Indemnification.** To the extent allowed by law, including the Constitution of the State of Oklahoma, CLIENT and RDG agree to indemnify, and hold each other harmless from and against any and all claims , liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, arising out of the Project and/or this Agreement, to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by that party's negligent errors or omissions arising during performance of this Agreement.

8. **Ownership of Work Product.** Upon receipt of valid payment, all documents and materials prepared pursuant to this Agreement are the property of the CLIENT, although the RDG may retain physical possession of them for the convenience of the CLIENT. CLIENT shall have the unrestricted authority publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. Unless, otherwise specified in writing by the CLIENT. RDG may presume that any document delivered to the CLIENT is a public document. To the extent allowed under applicable law, CLIENT shall indemnify and hold harmless RDG and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables by an authorized third party consultant of the CLIENT for any other project.

9. **Disputes and Mediation.** In the event of a dispute between the CLIENT and RDG arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. CLIENT and RDG agree that any Party initiating a claim relating to the services provided by this agreement shall be entitled, but not obligated in all cases, to demand mediation of the claim before pursuing any other types of relief or litigation. The mediation shall be conducted by a third party mediator acceptable to the parties located in the Norman or Oklahoma City areas. The aggrieved party shall make a demand for mediation within a reasonable time after a

claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Excepting particular or unusual circumstances or other agreements between the parties, mediation fees shall generally be shared equally.

10. **Notices.** All notices here under shall be given in writing and mailed postage prepaid, addressed as follows:

A. To CLIENT:

(All Notices sent to ALL listed persons)

Shannon Stevenson
Assistant City Manager
201 W. Gray
Norman, OK 73069

Rick Knighton
City Attorney
201 W. Gray
Norman, OK 73069

B. To RDG:

RDG Planning & Design, Inc.
Attn: Amy Haase
1302 Howard St.
Omaha, NE 68102
ahaase@rdgusa.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the CLIENT and RDG.

11. **Waiver.** A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

12. **Force Majeure.** No Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the Party's reasonable control.

13. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be

deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

14. **Assignments.** No Party shall assign any rights or duties under this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent RDG from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services. Each Party binds itself and its successors and assigns to all provisions of this Agreement.

15. **No Third Party Rights.** The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

16. **Changes to this Agreement.** Except as provided herein, this Agreement may be modified only by a written agreement executed by CLIENT and RDG.

17. **Governing Law, Situs and Forum.** The parties agree that the situs of the Project subject to this Agreement is Norman, Cleveland County, State of Oklahoma. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oklahoma and any action shall be properly brought in the Oklahoma District Court in and for Cleveland County or the United States District Court for the Western District of Oklahoma.

18. **Entire Agreement.** This Agreement, and its Attachments A, B and C incorporated by this reference, represents the entire and integrated agreement between CLIENT and RDG and supersedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall be construed as creating a contractual relationship for the benefit of any third party.

19. **Equal Employment Opportunity.** RDG affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity and expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status, including receipt of public assistance.

20. **Authority.** Each Party represents to the other Party that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. RDG represents that it has taken all

action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon RDG.

21. **Covenant Against Contingent Fees.** RDG warrants that RDG has not employed or retained any company or person, other than a bona fide employee working for RDG, to solicit or secure this Agreement, and that RDG has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

22. **Public and Media Relations.** RDG shall be permitted to identify CLIENT as a customer, to use CLIENT's name in connection with proposals to prospective customers, to reference CLIENT on the RDG website and to otherwise refer to CLIENT in print or electronic form for marketing, publicity or reference purposes. However, RDG shall not publish CLIENT's confidential or proprietary information, including where the CLIENT has previously advised RDG in writing of the specific information considered by CLIENT to be confidential or proprietary. RDG shall coordinate all publicity efforts relating to the work covered in this Agreement with CLIENT and shall include in all such communications the City's Chief Communications Officer, as available. Each party agrees to assist the other party in seeking to promote the work completed under this Agreement and to mention the other party in press and promotional materials. CLIENT agrees to credit and reference RDG in all material (print or electronic) relating to the work covered in this Agreement and to seek prior written approval for content that makes reference to RDG beyond simple mention.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, RDG and the CLIENT have executed this Agreement as of the Effective Date.

RDG Planning & Design, Inc. (RDG):

By: Amy Haase (Mar 14, 2025 11:50 CDT)

Amy Haase, Board Chair

Dated: _____

ATTEST: _____

Scott, Crawford, Board Secretary

CLIENT:

City of Norman (CITY):

By: _____

Darrel Pyle, City Manager

Dated: 03-21-25

ATTEST: _____

Brenda Hall, City Clerk

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Approved as to legality and form this 18th

day of March, 2025.

_____

City Attorney's Office

K-2425-93 - Griffin Master Plan RDG - signed

Final Audit Report 2025-03-14

Created:	2025-03-14
By:	Amy Haase (ahaase@rdgusa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYk0nyegcQ1V3DMN3Pcx7Yw42-dd4tGxT

"K-2425-93 - Griffin Master Plan RDG - signed" History

Document created by Amy Haase (ahaase@rdgusa.com)
2025-03-14 - 4:48:39 PM GMT

Document emailed to Amy Haase (ahaase@rdgusa.com) for signature
2025-03-14 - 4:48:43 PM GMT

Document emailed to Scott Crawford (scrawford@rdgusa.com) for signature
2025-03-14 - 4:48:44 PM GMT

Document e-signed by Amy Haase (ahaase@rdgusa.com)
Signature Date: 2025-03-14 - 4:50:42 PM GMT - Time Source: server

Email viewed by Scott Crawford (scrawford@rdgusa.com)
2025-03-14 - 9:32:20 PM GMT

Document e-signed by Scott Crawford (scrawford@rdgusa.com)
Signature Date: 2025-03-14 - 9:32:53 PM GMT - Time Source: server

Agreement completed.
2025-03-14 - 9:32:53 PM GMT

office memorandum

TO: Darrel Pyle, City Manager

FROM: Jane Hudson, Director, Planning & Community Development

DATE: March 20, 2025

RE: Contract K-2425-93 with RDG Planning & Design, Inc. for Master Planning Services

BACKGROUND:
Throughout the Area Infrastructure and Master Plan (AIM) Norman planning process, City Council, the AIM Norman Steering Committee, and the community of Norman have detailed the desire to see impactful changes made to the City's development, including identification of several areas for further study because of their unique characteristics and opportunities. One such location is the Griffin Memorial Hospital Site.

The site is comprised of a multi-acre campus and includes unique buildings such as hospital and administrative buildings, and a historical chapel. The site is currently owned by the State of Oklahoma.

Originally held in trust, the State of Oklahoma modified details controlling the saleability of the property in the early 2010s. This resulted in the State's ability to sell the land. Following this adjustment, in 2015, the City of Norman and the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) began talks about selling department-owned land surrounding Griffin Memorial Hospital in the city. Concurrently, the Urban Land Institute (ULI) conducted an Advisory Panel on the Hospital Site. ULI is known for its rigorous and insightful advisory panel process, which brings together experts from various fields to provide comprehensive recommendations for urban development projects.

This report was undertaken and completed in 2015. Since that time there have been multiple discussions between the City of Norman and ODMHSAS regarding the potential purchase and redevelopment of their holdings in Norman. In 2024, ODMHSAS broke ground for a new hospital to be located in Oklahoma City. Given the time since the undertaking of the Advisory Panel, an update is necessary to consider changes that have occurred.

DISCUSSION:
Work on the design of the Griffin Hospital Memorial Site has been completed by RDG. The following is an excerpt of the Draft AIM Norman Comprehensive Land Use Plan (page 97) regarding the site's Special Study Area Master Plan:

The State of Oklahoma plans to replace the Griffin Memorial Hospital with a new facility and offer the site and its buildings for redevelopment. The overall 160 acre development site includes the hospital campus, Frances Cate Park, and McKenzie Gardens, an affordable housing property located on land leased to by HUD and managed by the Norman Affordable Housing Corporation. The site,

about one-half mile from Downtown Norman, adjacent to Griffin Community Park and Sutton Wilderness Park, and convenient to major community commercial services, offers a unique opportunity for developing a new city neighborhood that both offers significant amenities and features and contributes substantially to meeting Norman's housing goals and demands. In order to meet its potential, the site must remain a unified parcel and be developed following a specific master plan. This plan should integrate the Griffin site with adjacent neighborhoods and become a figurative bridge between the eastern and western parts of the larger city. Major features of the master plan and the development that it generates include:

- Residential development with a variety of urban housing types, capable of accommodating between 5 and 10% of Norman's 20-year housing demand.
- Medium and high density housing types that include small-lot single-family detached, semi-attached, and twin home configurations; rowhomes; and mid-rise, high coverage multi-family development.
- Preservation of significant historical buildings where feasible and elements of the original campus design concept, with highest priority placed on reuse of the American Legion Memorial Chapel.
- Strong relationship to Downtown Norman, continuing the Main Street axis as an important urban design feature.
- A high degree of connectivity to surrounding neighborhoods and within the project using a local street grid and a network of greenways, paths, urban open spaces, existing area parks, and connections to community trails.
- Potential use of visual and performing arts facilities and working space into the overall project concept.
- Sustainable and market supported retail, entertainment, and enterprise uses into the overall concept, grouped and connected to be major activity focuses.
- Best Management Practices (BMPs) for stormwater and integration of drainageways as neighborhood amenities. Creation of a major retention facility both for stormwater management and as an amenity in the southwestern portion of the site.

Under this contract, additional work on the site specific Master Plan, which has been conducted under the AIM Norman endeavor, will serve as the visionary guide for this important location within the city.

RECOMMENDATION: Staff recommends approval of Contract K-2425-93 with RDG in for an amount not to exceed $49,500.00 for the development of a site specific Master Plan for the Griffin Memorial Hospital Site for the City of Norman.

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

This Agreement, made and entered into this ____21_ day of January, 2025, by and between the City of Norman, a municipal corporation ("CITY") and RDG Planning & Design, Inc., a Iowa corporation having a primary place of business at 301 Grand Avenue, Des Moines, IA 50309, registered to do business in Oklahoma ("RDG").

RECITALS

WHEREAS CLIENT requires planning services in order to develop a Master Plan to guide future potential development of property within the City of Norman identified as follows: bounded on the West by N. Carter Avenue, on the East by 12th Avenue NE, on the North by E. Robinson Street, and on the South by E. Main Street ("**Griffin Property**"). These planning services are more fully described in this Agreement (hereinafter referred to as "Project Services"); and

WHEREAS, RDG, itself and through its subcontractors, has offered to provide the Project Services defined herein;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **Term of Agreement.** This Agreement shall cover services as set forth in **Exhibit A**.

2. **RDG's Services.** RDG, itself and through its subcontractors, agrees to provide services described in Attachment A, which is attached hereto and incorporated by reference into this Agreement.

   2.1 RDG an Independent Contractor. The parties agree that RDG shall act and be an independent contractor and not an employee of the CLIENT, and shall obtain no rights to any employee benefits which accrue to CLIENT's employees. All services performed pursuant to this Agreement shall be performed by RDG as an independent contractor. RDG shall not have the power to bind or obligate the CLIENT except as set forth in this Agreement or as otherwise approved by the CLIENT in writing.

   2.2 RDG Personnel and Subcontractors. RDG has been selected to provide the Project Services with a certain team of consultants or personnel and no identified subcontractors. Thus, no RDG subcontractors shall be consider a party to this Agreement, nor shall any be considered to take rights hereunder. Additionally, RDG's known and identified team is a material factor in RDG's selection for this Project, and RDG will work in consultation with the CLIENT regarding any team member substitutions, additions or

removals. RDG shall be solely responsible for the payment of wages, salaries, fringe benefits and other compensation of, or claimed by, RDG's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes. RDG shall be further be solely responsible for the payment of compensation claimed by its subcontractors in the performance of Project Services.

2.3 Additional Services. If, during the progress or upon completion of the work outlined in Exhibit A to this Agreement, it is desirable or necessary to the CLIENT, RDG may perform additional services other than those outlined in therein, an hourly schedule and reimbursable expense schedule may apply based upon the rates included in Attachment A, or a fee may be negotiated at a later time. Additional Services shall not be performed by RDG, or any of its personnel or subcontractors, except upon written direction of the CLIENT. Additional Services other than those currently identified in Attachment A may be added to this agreement by amendments(s) at such time the City is prepared to proceed with each Additional Service.

2.4 Professional Responsibility. RDG shall endeavor at all times to deliver the Project Services in a professional, effective, and timely manner pursuant to this Agreement and at all times provide the level of skill, care, and diligence in the performance of the Project Services hereunder in accordance with those customarily accepted in the respective profession(s). If RDG or its various contractors or subcontractors, including the RFP Subcontractors, fail to meet the foregoing standard, RDG will perform at its own cost, and without reimbursement from the CLIENT, the professional services necessary to correct errors and omissions that are caused by this failure.

2.5 Compliance with Laws. RDG shall comply with all known federal, state, and local laws, ordinances, and regulations applicable to the Project Services. RDG shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. To the extent a change in applicable law materially alters the services provided by RDG hereunder, RDG shall submit a proposal for Additional Services allowing RDG's compliance with said change in law.

2.6 Schedule. RDG's services shall be performed as expeditiously as is consistent with its professional skill and the Standard of Care stated herein, and according to the Schedule described in Exhibit A.

2.7 Safety. In the performance of the Project Services, RDG shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes that are in effect at the time of this agreement.

3. **Compensation.** Excepting any Additional Services provided as set forth in Paragraph 2.3 or Reimbursables, RDG's compensation for Project Services shall be in an amount not to exceed **$49,500.00** as outlined in Exhibit A, attached hereto and incorporated by reference

into this Agreement. Including Additional Services and Reimbursables identified in Attachment C, the total contract amount shall not exceed **$49,500.00**.

3.1 Reimbursable Expenses. All travel, printing/duplication, and additional meeting costs will be billed to the CLIENT at cost not to exceed those amounts set forth in Exhibit A, if any.

3.2 Deliverables. The Consultant will provide deliverables as described in the attached Exhibit A.

3.3 Payment Terms. Payment for services shall be made per monthly invoices for services performed within 30 days of receipt of invoice. The CLIENT shall have the right to withhold payment to RDG for any work not substantially completed as outlined in the scope until such time as RDG completes such work. All services will be billed to the CITY according to the terms of this Agreement. For Additional Services not already set by this Agreement, and for any extra public meeting attendance, payment by CLIENT shall be based on hourly rates included in Exhibit A.

4. CLIENT Responsibilities.

4.1 Access to Work. The CLIENT shall make best efforts to arrange access to and make provisions for RDG and its personnel, contractors or sub-contractors to enter upon public and private lands as required to perform such work as inventories, field surveys, and inspections in the development of the Project.

4.2 Records, Files, and Previous Planning Efforts. CLIENT agrees to provide RDG with all information, surveys, reports, CAD files, and professional recommendations and any other related items reasonably requested by RDG in order to provide its professional services to the extent CLIENT is legally permitted to do so. RDG may rely on the accuracy and completeness of these items, and additional or duplicative work necessitated by a failure of CLIENT under this provision may be billed by RDG as Additional Services, to the extent the additional or duplicative work is necessary, reasonable and results solely from the CLIENT's failure under this provision. CLIENT agrees to provide such items and to render decisions in a timely manner so as not to unduly delay the orderly and sequential progress of RDG's services.

4.3 Mapping. The CLIENT will provide all land use data in a GIS format. The collection of this necessary data through a land use inventory conducted by RDG will constitute additional services beyond the scope of work identified in Attachment A. The CLIENT will assist RDG in obtaining all available electronic maps in a form reasonably usable by RDG, including recent plats and other changes since the completion of the community comprehensive plans.

4.4 Consideration of RDG's Work. The CLIENT shall give thorough consideration to all reports, drawings, and other documents presented for review by RDG and shall inform RDG of all decisions in a reasonably timely manner avoid undue delays.

4.5 [Reserved].

4.6 Meetings. The CLIENT shall provide logistical support for all meetings, including arranging for meeting places and required public notifications. The CLIENT shall be responsible for any costs associated with required public meetings, public notices, and other meetings associated with the Project, excluding any items included within the scope outlined in Attachment A. RDG agrees to attend public meetings in Norman, OK as identified in Attachment A.

4.7 CLIENT's Representative. The CLIENT's representative, the Director of Planning and Community Development, her designee, or such other person as designated by the CLIENT, shall be responsible for communications regarding the CLIENT's portion of the Project management.

5. Insurance Requirements. During the term of this Agreement, RDG shall maintain, and where work is subcontracted or sublet, RDG shall ensure its subcontractors (including the RFP Subcontractors) maintain, at a minimum, the following insurances:

5.1 General Liability. RDG shall maintain commercial general liability insurance in the amount of $1,000,000 per occurrence/$2,000,000 annual aggregate, which provides coverage for claims for claims arising from personal injury, bodily injury and property damage.

5.2 Automobile Liability. RDG shall maintain automobile liability coverage for non-owned and hired autos, in the amount of $1,000,000.00 per occurrence which protects RDG from claims for bodily injury and property damage.

5.3 Workers' Compensation Insurance. RDG shall obtain and maintain Workers' Compensation Insurance as required by all applicable State statutes, for all of their respective employees, and in case any work is sublet, RDG shall require any subcontractors to provide Workers' in compliance with Oklahoma law.

5.4 Professional Liability. RDG shall maintain insurance protecting it from damages arising from its professional acts, errors and omissions in the amount of $1,000,000 per claim and $2,000,000 in the aggregate.

5.5 Additional Terms. The CLIENT shall be listed as an additional insured as respects the General Liability and Automobile Liability policies required here. RDG hereby indemnifies the CLIENT for any damage resulting to it from failure of either RDG or any of its contractors or subcontractors to obtain and maintain such insurance according to the terms of this agreement. Prior to commencing services, and on an annual basis thereafter, RDG shall, if requested, provide CLIENT with certificates of insurance establishing and attesting to the existence of the insurance coverage required by this

Agreement. Such certificates shall provide that no coverage shall be cancelled without 10 days written notice to CLIENT. In the event RDG does not obtain or maintain the coverage required by this Agreement, CLIENT may, at its option, immediately terminate this Agreement.

6. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by giving ten (10) calendar days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by RDG pursuant to this Agreement, shall be provided to the CLIENT. Upon termination the CLIENT shall pay RDG for all undisputed services rendered and costs incurred up through the termination date for any substantially complete work on the project prior to the date of termination.

7. **Indemnification.** To the extent allowed by law, including the Constitution of the State of Oklahoma, CLIENT and RDG agree to indemnify, and hold each other harmless from and against any and all claims , liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, arising out of the Project and/or this Agreement, to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by that party's negligent errors or omissions arising during performance of this Agreement.

8. **Ownership of Work Product.** Upon receipt of valid payment, all documents and materials prepared pursuant to this Agreement are the property of the CLIENT, although the RDG may retain physical possession of them for the convenience of the CLIENT. CLIENT shall have the unrestricted authority publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. Unless, otherwise specified in writing by the CLIENT. RDG may presume that any document delivered to the CLIENT is a public document. To the extent allowed under applicable law, CLIENT shall indemnify and hold harmless RDG and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables by an authorized third party consultant of the CLIENT for any other project.

9. **Disputes and Mediation.** In the event of a dispute between the CLIENT and RDG arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. CLIENT and RDG agree that any Party initiating a claim relating to the services provided by this agreement shall be entitled, but not obligated in all cases, to demand mediation of the claim before pursuing any other types of relief or litigation. The mediation shall be conducted by a third party mediator acceptable to the parties located in the Norman or Oklahoma City areas. The aggrieved party shall make a demand for mediation within a reasonable time after a

claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Excepting particular or unusual circumstances or other agreements between the parties, mediation fees shall generally be shared equally.

10. **Notices.** All notices here under shall be given in writing and mailed postage prepaid, addressed as follows:

A. **To CLIENT:**

(All Notices sent to ALL listed persons)

Shannon Stevenson
Assistant City Manager
201 W. Gray
Norman, OK 73069

Rick Knighton
City Attorney
201 W. Gray
Norman, OK 73069

B. **To RDG:**

RDG Planning & Design, Inc.
Attn: Amy Haase
1302 Howard St.
Omaha, NE 68102
ahaase@rdgusa.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the CLIENT and RDG.

11. **Waiver.** A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

12. **Force Majeure.** No Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the Party's reasonable control.

13. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be

deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

14. **Assignments.** No Party shall assign any rights or duties under this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent RDG from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services. Each Party binds itself and its successors and assigns to all provisions of this Agreement.

15. **No Third Party Rights.** The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

16. **Changes to this Agreement.** Except as provided herein, this Agreement may be modified only by a written agreement executed by CLIENT and RDG.

17. **Governing Law, Situs and Forum.** The parties agree that the situs of the Project subject to this Agreement is Norman, Cleveland County, State of Oklahoma. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oklahoma and any action shall be properly brought in the Oklahoma District Court in and for Cleveland County or the United States District Court for the Western District of Oklahoma.

18. **Entire Agreement.** This Agreement, and its Attachments A, B and C incorporated by this reference, represents the entire and integrated agreement between CLIENT and RDG and supersedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall be construed as creating a contractual relationship for the benefit of any third party.

19. **Equal Employment Opportunity.** RDG affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity and expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status, including receipt of public assistance.

20. **Authority.** Each Party represents to the other Party that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. RDG represents that it has taken all

action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon RDG.

21. **Covenant Against Contingent Fees.** RDG warrants that RDG has not employed or retained any company or person, other than a bona fide employee working for RDG, to solicit or secure this Agreement, and that RDG has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

22. **Public and Media Relations.** RDG shall be permitted to identify CLIENT as a customer, to use CLIENT's name in connection with proposals to prospective customers, to reference CLIENT on the RDG website and to otherwise refer to CLIENT in print or electronic form for marketing, publicity or reference purposes. However, RDG shall not publish CLIENT's confidential or proprietary information, including where the CLIENT has previously advised RDG in writing of the specific information considered by CLIENT to be confidential or proprietary. RDG shall coordinate all publicity efforts relating to the work covered in this Agreement with CLIENT and shall include in all such communications the City's Chief Communications Officer, as available. Each party agrees to assist the other party in seeking to promote the work completed under this Agreement and to mention the other party in press and promotional materials. CLIENT agrees to credit and reference RDG in all material (print or electronic) relating to the work covered in this Agreement and to seek prior written approval for content that makes reference to RDG beyond simple mention.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, RDG and the CLIENT have executed this Agreement as of the Effective Date.

RDG Planning & Design, Inc. (RDG):

By: Amy Haase (Mar 14, 2025 11:50 CDT)

Amy Haase, Board Chair

Dated: _____

ATTEST: _____

Scott, Crawford, Board Secretary

CLIENT:

City of Norman (CITY):

By: _____

Darrel Pyle, City Manager

Dated: 03-21-25

ATTEST: _____

Brenda Hall, City Clerk

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Approved as to legality and form this 18th

day of March, 2025.

_____

City Attorney's Office

K-2425-93 - Griffin Master Plan RDG - signed

Final Audit Report 2025-03-14

Created:	2025-03-14
By:	Amy Haase (ahaase@rdgusa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYk0nyegcQ1V3DMN3Pcx7Yw42-dd4tGxT

"K-2425-93 - Griffin Master Plan RDG - signed" History

Document created by Amy Haase (ahaase@rdgusa.com)
2025-03-14 - 4:48:39 PM GMT

Document emailed to Amy Haase (ahaase@rdgusa.com) for signature
2025-03-14 - 4:48:43 PM GMT

Document emailed to Scott Crawford (scrawford@rdgusa.com) for signature
2025-03-14 - 4:48:44 PM GMT

Document e-signed by Amy Haase (ahaase@rdgusa.com)
Signature Date: 2025-03-14 - 4:50:42 PM GMT - Time Source: server

Email viewed by Scott Crawford (scrawford@rdgusa.com)
2025-03-14 - 9:32:20 PM GMT

Document e-signed by Scott Crawford (scrawford@rdgusa.com)
Signature Date: 2025-03-14 - 9:32:53 PM GMT - Time Source: server

Agreement completed.
2025-03-14 - 9:32:53 PM GMT