

**AGREEMENT
For DESIGN SERVICES
CITY OF MOORE 2013 TORNADO AREA GATEWAY DESIGN
MOORE OKLAHOMA**

THIS AGREEMENT, made and entered into between the City of Moore, Oklahoma, a municipal corporation, hereinafter referred to as OWNER and PDG Inc., an Oklahoma corporation, d/b/a Planning Design Group, hereinafter referred to as LANDSCAPE ARCHITECT.

WITNESSETH

WHEREAS, Owner desires to prepare Gateway Entry plans for six (6) neighborhoods identified for the "Infrastructure Recovery and Implementation Plan" (IRIP) efforts from the May 20, 2013 tornado. The six neighborhoods include Foxglove Addition, JD Estates Addition, Eastmoor Addition, Kings Manor Addition, Baer's Westmore Addition and Southmoor Addition. , hereinafter referred to as the PROJECT; and

WHEREAS, Owner requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, LANDSCAPE ARCHITECT is prepared to provide such Services;

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be ^{August} ~~June~~ 3, 2015

ARTICLE 2 – GOVERNING LAW

This agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 – SERVICES TO BE PREFORMED BY LANDSCAPE ARCHITECT

Landscape Architect shall perform the Basic Services described in Attachment A, Item 1 through Item 4, Scope of Services.

ARTICLE 4 – COMPENSATION

Owner shall pay the Landscape Architect in accordance with Attachment A, Item 6, Basic Compensation.

ARTICLE 5 – TIME FOR COMPLETION

The LANDSCAPE ARCHITECT shall provide the necessary services and complete all work required or undertaken in a manner consistent with a time frame that meets the City's needs and schedule for funding.

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described below (1-8). OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANTS use of such documents will not infringe upon any third parties' rights.

1. OWNER shall furnish to CONSULTANT all available information pertinent to PROJECT including reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
3. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
4. OWNER shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground

- utilities as required for development of the IRIP.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.
 7. OWNER shall furnish to CONSULTANT, or shall reimburse CONSULTANT for the cost of, any Geotechnical Investigations which become necessary for development of the IRIP.
 8. OWNER shall furnish to CONSULTANT, or reimburse CONSULTANT for the cost of, any Traffic Studies which become necessary for development of the IRIP.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project and the Landscape Architect's fees for the Services and in consideration of the promises contained in this Agreement, Owner and Landscape Architect agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification. Landscape Architect agrees to defend, indemnify and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Landscape Architect and Owner, such liability shall be borne by each party in proportion to its own negligence.
- 8.3 Employee Claims. Landscape Architect shall indemnify Owner against legal liability for damages arising out of claims by Landscape Architect's employees.
- 8.4 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 9 – INSURANCE

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

- 9.1 General Liability Insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.
- 9.2 Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 for each accident.
- 9.3 Workers Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each occurrence.
- 9.4 Professional Liability Insurance with a minimum annual limit of \$1,000,000 in the aggregate.

Landscape Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days written notice to Owner.

ARTICLE 10 – LIMITS OF RESPONSIBILITY

Landscape Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to Landscape Architect, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to Landscape Architect in the Scope of Services.

ARTICLE 11 – OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 – REUSE OF DOCUMENTS

Upon Owner's request, Landscape Architect shall furnish Owner with specified drawings on "compact disk". All documents, including, but not limited to, maps, drawings, specifications and computer models or software prepared by Landscape Architect pursuant to this Agreement are instruments of Service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on any other project. They are, however, intended and represented to be suitable for reuse by Owner or others on revision or extension of the Project. CONSULTANT shall retain all required records for three (3) years after GRANTEES or SUBGRANTEES make final payments and all other pending matters are closed.

ARTICLE 13 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to the OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 – TERMINATION

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

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Landscape Architect. Landscape Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Landscape Architect for all the services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Landscape Architect's compensation.

ARTICLE 15 – DELAY IN PERFORMANCE

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

ARTICLE 16 – COMMUNICATIONS

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

Landscape Architect:

Planning Design Group
Attn: James Crosby, P.L.A.
5314 S. Yale Ave., Suite 710
Tulsa, Oklahoma 74135

Owner:

City of Moore, Oklahoma
Attn: Elizabeth Jones, AICP
Director of Community Development
301 N. Broadway
Moore, Oklahoma 73160

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

ARTICLE 17 – WAIVER

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

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall, in no way, affect the validity of enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The terms of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

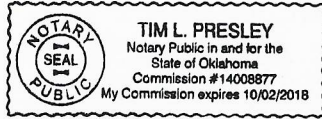
This agreement represents the entire and integrated agreement between Owner and Landscape Architect. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE – 20 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Landscape Architect.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City Manager of the City of Moore.

Attest:



By: TIM L. PRESLEY

Subscribed and Sworn to me this 22 day of July, 2015

Notary Public [Signature]

Commission # / Expiration: 10-02-2015
#14008877

"LANDSCAPE ARCHITECT"

PDG, Inc. d/b/a
Planning Design Group, Inc.

By: [Signature]
James Crosby, Principal

Date: 7/22/15

"OWNER"

THE CITY OF MOORE, OKLAHOMA,
a municipal corporation

By: [Signature]
Stephen O. Eddy, City Manager

Date: 8/11/2015

Attest:



[Signature]
City Clerk

Approved:

[Signature]
City Attorney

ATTACHMENT "A"

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SCOPE OF SERVICES

1. **Program and Analysis Phase**

Working from electronic base survey information provided by the City of Moore, this phase will evaluate and analyzing the following:

 - A) The team will make an initial site visit to walk and photograph the property to get familiar with the features, views and relationship to the surrounding property.
 - B) Kick off meeting with city staff to discuss previous city and citizen input and develop a final scope for the project.
 - C) We will review previously collected data and assessments.
 - D) Evaluate information and data from this phase to develop the final program of work to commence with Conceptual Design.

2. **Conceptual Design Phase**

Following the review with the City, input and establishment of the final project programming, we will prepare conceptual plans for each neighborhood utilizing the electronic base survey information provided by the City of Moore. The following outlines activities within this phase:

 - A) Gateway designs will be prepared information gathered to date as well as the history of the area, and/or existing architectural styles found in the neighborhoods. Gateway designs may include some or all of the following items, but are not limited to this list:
 1. Entry monument wall structures
 2. Neighborhood identification signage
 3. Special features or sculptures
 4. Banners or flags
 5. Markers or Identifiers
 6. Landscaping
 7. Decorative lighting
 8. Decorative street pavers
 - B) Schedule and attend a team meeting with the city staff to go over the Conceptual design package.

3. **Preliminary Design Phase**

Following owner's review and acceptance of the conceptual plans, we will prepare the preliminary plans incorporating any comments or revisions requested by the city. The following outlines the necessary activities within this phase:

 - A) Develop preliminary construction documents base on conceptual designs approved in the previous phase of work. Including:
 1. Develop plan and layout sheets
 2. Develop front elevations
 3. Develop construction details
 4. Develop landscape and lighting plans
 - B) Schedule and attend a team meeting with the city staff to go over the 75% preliminary construction document package.

4. **Final Design Phase**

Following the owner's review and acceptance of the preliminary plans, we will prepare the final construction documents incorporating any comments or revisions requested by the city. The following outlines the necessary activities within this phase:

 - A) Develop final construction documents based on the approval of the preliminary plans in the previous phase of work. Including:
 1. Finalize all plans, elevations and construction details.

ATTACHMENT "A"

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- 2. Prepare necessary bidding specifications.
 - 3. Prepare and architects probable cost for each neighborhood.
 - B) Schedule and attend a team meeting with the city staff to go over the 100% final construction document package.
 - C) Deliver bid packages for the city to advertise or negotiate a construction contract.
5. **Alternate 1 – Bidding and Construction Administration Phase**
Assist the city with bidding and construction administration. The city will be responsible for the day to day inspections. The following outlines PDG involvement in this phase.
- A) Answer questions from bidders.
 - B) Issue addendum during the bidding phase
 - C) Assist the city in bid evaluation
 - D) Answer questions by phone throughout the project
 - E) Assist the city in any Request for Information (RFI) and Request for Proposals (RFP) throughout the project
 - F) Make five site visits during construction (one of which is the final walk through) each including a Construction Observation Report (COR). Additional trips at the cities requested will be billed as additional services.
 - G) Assist and attend the final walk through with the contractor including a Punch List prepared by PDG. This is included as one of the site visit trips included in item 5-F.

6. **Basic Compensation**

We will execute the above described scope of Basic Services as indicated in items 1 and 4 for a lump sum of \$38,500.00 with the following breakdown:

1. Programming and Analysis Phase	\$ 3,850.00
2. Conceptual Design Phase	\$ 5,775.00
3. Preliminary Design Phase	\$ 9,625.00
4. Final Design Phase	\$19,250.00

Alternates

Included for consideration by the City as additional work in the form of Alternate as indicated in item 5 we will execute for lump sum fees as follows:

Alt. 1. \$ 7,500.00 _____

Indicate acceptance of alternates by signing.

Additional Services

Any services requested which are not included under the basic scope of service in this proposal will be passed on as an hourly fee or can be quoted as a lump sum upon request. All additional fees will be approved in advance by the owner. The following hourly rates will apply:

Hourly Rates

Principal.....	\$135.00
Lead Project Designer.....	\$115.00
Project Designer.....	\$ 95.00
Designer /Production.....	\$ 85.00

Billings for services are sent out monthly for work in progress or at the completion of the project or a specified phase of work. Terms of payment are "Net 30 Days" from the date of the invoice.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 164639957

Functional Area: Entity Management, Performance Information

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Planning* Design* Group*
Record Status: Active

ENTITY	EBERT MAYO DESIGN GROUP ARCHITECTS & PLANNING CONSULTANTS IN	Status:Active
DUNS: 084889591	+4:	CAGE Code: 09EE7 DoDAAC:
Expiration Date: May 31, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1115 WESTPORT DR STE F		
City: MANHATTAN	State/Province: KANSAS	
ZIP Code: 66502-2871	Country: UNITED STATES	