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PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Memorial Hospital Authority, a municipal Trust (hereinafter referred to as “**Authority**”), and Tunnell, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Authority is in need of the following professional services The Design Team will be responsible for Schematic Design and Pricing Plans for all improvements, including hardscapes, landscapes, amphitheater building, and civil design. See attachment (Exhibit E) for the limits of design. The Owner of the project is the Midwest City Memorial Hospital Authority. The design shall comply with local ordinances and requirements; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Authority**; and

WHEREAS, the Authority and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested professional services; and

WHEREAS, Authority hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, Service Provider agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

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1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

Subject to the terms and conditions of this **Agreement**, the **Authority** retains the **Service Provider** as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **Authority** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order Parklawn Drive and National Avenue Revitalization Project. Upon completion of the Project Schematic Design the **Service Provider** will issue an invoice to the **Authority** and, upon approval of the invoice, the **Authority** will pay the invoice. Upon completion of each Project and provision to the **Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

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a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Authority**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**.

b) The text of this **Agreement** together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment "A" ("Scope of Services")
- Attachment "B" ("Fees"),
- Attachment "C" ("Service Provider Team"),
- Attachment "D" ("Insurance")
- Attachment "E" ("Site Map")

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider's** employees, agents, contractors, and subcontractors (herein

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collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. **Service Provider** will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the **Authority**, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

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4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Authority** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

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B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for the *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider**’s breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated

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or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

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2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such

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revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit,

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restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. BONDS

Service Provider shall provide all bonds required by the RFP/Bid. All Performance Bonds shall be on forms provided by the **Authority**. The **Authority** shall be the beneficiary of the Performance Bond. The Performance Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

10. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

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11. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Mr. Adam Williamson, Senior Principal, TSW
1447 Peachtree St., NE, Suite 850
Atlanta, GA 30309

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

12. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the City of Midwest City, and all laws and regulations of the State of Oklahoma and the United States of America ("Laws"), applicable to **Service Provider's** activities. **Service Provider** will

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be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

13. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

14. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

15. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

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16. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

17. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

18. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

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19. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

20. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

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23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

Service Provider: Tunnell, Spangler & Associates, Inc. d/b/a TSW

Name: Mr. Adam Williamson

Title: Principal



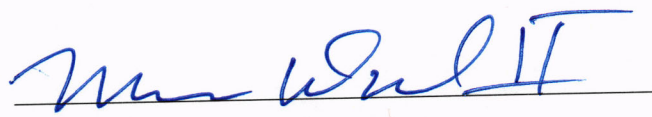
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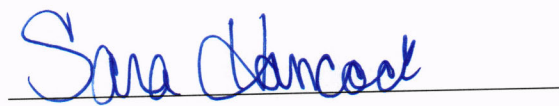
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APPROVED by the Council and **SIGNED** by the Chairman of Memorial Hospital Authority this 12 day of December, 2023.

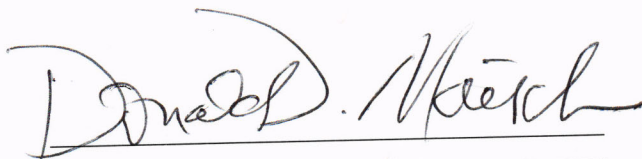
MEMORIAL HOSPITAL AUTHORITY




MATTHEW D. DUKES, Chairman


SARA HANCOCK, Secretary

REVIEWED for form and legality.


DONALD D. MAISCH, CITY ATTORNEY

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ATTACHMENT “A”

Task 1: Project Kick-Off + Existing Conditions

1.1 TSW Team will conduct an initial consultation session (Teams or Zoom meeting) to finalize project approach and make project team introductions. Project goals and timelines for each phase will be finalized during this meeting. The team will meet quarterly with the advisory group to give updates.

1.2 TSW will manage the project, including all subconsultants, to ensure all work is completed accurately and on time. TSW will also handle all billing of each subconsultant. The team will have monthly meetings to ensure the project is coordinated and on schedule.

Task 2: Design Development

Based on the completed Schematic Design phase, the TSW Team will advance Schematic Design drawings into Design Development drawings (60% set of Construction Documents).

2.1 Civil Design Development drawings will include:

- Trail
- Trailhead
- Public Paving and Drainage Plans
- Public Water Line
- Public Sewer Lines
- Detention Pond
- Master Grading Plan
- Traffic Improvements

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- Demolition Plan
- Assist With Park Area
- Utility Coordination

2.2 Architecture and Landscape Architecture Design Development drawings will include:

- Revised Overall Site Plan
- Hardscape and Landscape Plans for the Park, Trailheads, Trail, Roundabout, Streetscape and Boardwalk Areas)
- Revised Building Floor Plans and Elevations (Amphitheatre / Restroom Building)
- Floor, Roof, and Reflected Ceiling Plans (Amphitheatre / Restroom Building)
- Structural Foundation and Framing Plans with Membrane Sizing and Footing Sizes (Amphitheatre / Restroom Building)
- Mechanical, Electrical, and Plumbing Plans with Schedules and Legends (Amphitheatre/ Restroom Building)
- Code Summary and Life Safety Plan
- Outline Specifications and Notes
- Revised Preliminary Cost Model

TSW Team QA/QC review of Design Development documents.

Authority review of Design Development documents (approximately 3 weeks).

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Task 3: Construction Documentation

Based on feedback from Task 2 the TSW Team will advance Design Development drawings into Construction Documents (75% Review and 100% Final Plans).

3.1 Civil Construction Documents will include:

- Cover Sheet
- General Notes
- Existing Conditions Plan
- Site Demolition Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan and Profiles
- Storm Drainage Design and Profiles
- Civil Construction Details
- Lighting Conduit, Pull boxes, and Base Plans and Details (OG&E will install poles)
- Utility Coordination

3.2 Architecture and Landscape Architecture Design Development drawings will include:

- Cover Sheet
- General Notes
- Existing Conditions Plan
- Site Demolition Plan
- Construction Item Plan
- Site Layout Plan
- Supplemental Grading and Drainage Plan
- Construction Details
- Lighting Layout Plans, and Pole Type Detail (Provided by OG&E)

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- Landscape Plans
- Irrigation Diagram (Design-Build)
- Structural Design Includes Two Open Air Pavilions, Chimney, Monument Signage and Foundations (Gateway Sign, Beacon Sign, Selfie Art), Boardwalk Foundations and Railing.
- Code Summary and Life Safety Plan
- Project Manual Format Specifications
- Reference Perspectives for the Project (Amphitheatre/ Restroom Building)
- Full permit set including but not limited to: Dimensioned Floor, Roof, and Reflected Ceiling Plans (Amphitheatre/ Restroom Building)
- Building shall be designed to adopted codes: 2018 IBC, 2018 IPC, 2018 IMC, 2018 IECC, 2018 IFC, & 2020 NEC.
- Dimensioned and coordinated Elevations and Sections (Amphitheatre/ Restroom Building)
- Wall, Door, and Window Schedule (Amphitheatre/ Restroom Building)
- Stamped Structural Foundation Plan with Dimensions, Footing Locations, and Footing Schedules (Amphitheatre/ Restroom Building)
- Structural Live, Dead, Snow, and Wind Loading (Amphitheatre/ Restroom Building)
- Structural Sections and Details (Amphitheatre/ Restroom Building) Special Inspection Requirements (Amphitheatre/ Restroom Building)
- Mechanical, Electrical, and Plumbing Plans, with Schedules and Legends (Amphitheatre/ Restroom Building)
- Finish Schedules (Amphitheatre/ Restroom Building)
- Interior Elevations (Amphitheatre/ Restroom Building)
- UL Assembly Ratings and Fire Barriers Requirements (Amphitheatre/ Restroom Building)
- Riser Diagrams, Single Line Diagrams, Specifications of Equipment, and System Details (Amphitheatre/ Restroom Building)

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- Revised Cost Model for 75%

TSW Team QA/QC review of Draft Construction Documents.

Authority review of Draft Construction Documents (approximately 3 weeks).

Based on feedback from the Authority on the 70% submittal, the TSW Team will advance Construction Documents into 100% Construction Documents (see Tasks 3.1 & 3.2 for list of documents).

TSW Team QA/QC review of Final Construction Documents.

Submit final Construction Documents to the Authority.

The TSW Team will identify necessary permitting early in the planning process and work with local authorities to determine those requirements.

Develop documents required for permitting (Building Permits, Department of Environmental Quality for water and sewer) (land disturbance by contractor).

Coordinate with Authority and other regulatory agencies on permit requirements and acquire permits on behalf of the Authority.

Task 4: Phase 1 Project Bidding + Construction Administration Services

4.1 The TSW Team will provide Bid Phase Services when requested by the Authority.

- Attend a virtual pre-bid meeting
- Issue addenda as necessary

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- Respond to bidders as necessary
- Assist the Authority with the evaluation of the bidders

4.2 The TSW Team will provide Construction Phase Services when requested by Authority.

- Respond to request for information
- Monthly virtual meetings
- Site visits will occur at key milestones
- Prepare construction observation after site visits
- Review submittals and close out documents
- Post Permit and Construction Phase Drawing Revisions

Assumptions:

The following items are excluded from the Project scope:

- Special Inspections
- Geotechnical Reports
- Private Utility Locator
- Variance Applications
- Preparation and recording of easement plats or legal descriptions.
- Record Drawings
- Phased Construction Plans
- As-Built Surveys
- Construction Inspections and Testing
- Fees for Construction Permitting
- Sewer or Tap Fees
- Public Meetings
- Zoning or Variance Work and Submissions
- Branding

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- Traffic Study
- Structural Retaining Walls

Task 5: Optional Service

IT Telecom Infrastructure Systems

- Services will encompass design of site connection to utility services that exists in close proximity to the project property line.
- Coordination with and provisions for Owner-supplied network and miscellaneous communication equipment.
- Coordination with all engineering disciplines including electrical, mechanical, fire protection, and all architectural scopes of work.
- Requirement to work closely with Authority's corporate IT staff to understand systems in other facilities and identify appropriate approach for the new facility through iterative investigation of various options.
- Design of all Voice & Data Infrastructure Systems.
- Design of all Wireless Voice & Data Infrastructure Systems.
- Design of telecommunication grounding system.

Security & Access Control Systems

- Design of Intrusion Detection Systems for the perimeter and higher security spaces, as directed by the Owner and Design Team. This would include the requirement for numerous types of sensors including, but not limited to, door position switches, door alarm sounders, glass break detectors, motion detectors, etc.
- Design of card-based or fob-based access control systems into staff areas or higher security spaces, as directed by the owner.
- Design of in-building IP-Based Digital Video Surveillance systems throughout the building spaces. The Video systems will include the requirements for Network Video

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Recorders.

Audio Visual Systems

- Design of basic permanent loudspeaker systems to serve small pop up events.
Loudspeaker systems shall be designed to support voice lift applications based on the premise that live music events music will use independent systems.
- Design accommodations for rental equipment.
- Design of wiring harness.
- Interface with power systems.
- Connectivity to back of house spaces.
- Digital signage, as needed.
- Audio visual support for event patio to be determined.

J & A Engineering will provide all low voltage system requirements, in the form of contract documents that will be submitted for approval by the Project Design Team.

SCOPE OF DESIGN FOR OPTIONAL SERVICES

A breakdown of each task or element is as follows:

PHASE I SCHEMATIC DESIGN PHASE

1. Staff preliminary planning meeting by conference call with the Design Team to define the parameters of the new low voltage systems.
2. Prepare a systems narrative that reflects the project's low voltage system requirements, based on the information gathered during surveys and meetings.
3. Initial coordination with engineering team members. Specific topics include initial power requirements and conduit placement.

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PHASE II DESIGN DEVELOPMENT PHASE

1. Staff programming with the Design Team in an effort to define the features and functions of the new systems.
2. Prepare preliminary drawings based on the information gathered during surveys and meetings. These drawings shall include equipment room layouts and space layouts.
3. Develop a complete set of electronic system design drawings and specifications that document all system requirements. All floor plans, site plan, and large-scale drawings will be developed to scale.
4. Meet and review drawings with the Design Team. Make revisions as required.
5. Coordinate with the engineering team members. This includes working with the design team to coordinate low voltage system grounding, conduit and cable tray routing, and site conduit routing. Other coordination issues typically include developing heat loads and power load information for the mechanical and electrical design team.
6. Review preliminary cost estimates and assist in the cost analysis effort. This effort will include incorporating any approved Value Engineering (VE) proposals.

PHASE III CONSTRUCTION DOCUMENTS PHASE

1. Prepare final construction drawings and specifications.
2. Review Construction Documents with the Design Team. Make revisions as necessary.
3. Coordinate with local code officials & the Design Team in an effort to present documents and obtain approval from all required parties.
4. The final construction documents shall include design drawings and technical specifications that shall be utilized for bidding and construction.
5. Review preliminary cost estimates and assist in the cost analysis effort. This effort will include incorporating all approved Value Engineering (VE) proposals.

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PHASE IV BIDDING/NEGOTIATIONS

1. Assist in the identification of certified contractors for all required scopes of work.
2. Participate in pre-bid conference activities for all qualified contractors.
3. Attend Pre-Bid Meeting.
4. Provide clarifications and interpretation of the construction documents and prepare addenda/amendments to the documents as approved by the client.
5. Assist in the evaluation of submitted bids from Low Voltage Contractors and make recommendations for award of Low Voltage Contract.

PHASE V CONSTRUCTION ADMINISTRATION

1. Review all submittals, shop drawings, and brochures, by low voltage contractors to verify compliance with the Low Voltage Contract Documents.
2. Review re-submittals of above requirements that have been returned for corrections until all have been ACCEPTED AS NOTED in compliance with the Contract Documents.

PHASE VI POST-CONSTRUCTION PHASE

1. Review all close-out documents submitted by low voltage contractors to verify compliance with the Low Voltage Contract Documents.
2. Submit report confirming proper operation of all low voltage systems.

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ATTACHMENT "B"

The scope of work for **Tasks 1 - 3** will be completed for a **LUMP SUM** fee of **\$862,050.00**
Task 4 will be completed as **Hourly – Not To Exceed amounts. Reimbursable Expenses are \$14,500.00 Not To Exceed. Task 5 shows Optional Services.** Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

Fee Breakdown by Task

TASK	LUMP SUM FEE	HOURLY – NOT TO EXCEED
Task 1: Project Management + Meetings	\$40,000	
Task 2: Design Development	\$312,000	
Task 2.1: Civil	\$194,750	
Task 2.2: Architecture and Landscape Architecture	\$109,250	
Cost Estimating	\$8,000	
Task 3: Construction Documentation	\$510,050	
Task 3.1: Civil	\$194,750	
Task 3.2: Architecture and Landscape Architecture	\$275,500	
Structural	\$11,000	
Mechanical / Electrical / Plumbing	\$20,800	
Cost Estimating	\$8,000	
Task 4: Bidding and Construction Administration		\$256,050
Task 4.1: Bid Phase Services		
Civil		\$11,250
Architecture and Landscape Architecture		\$16,000
Structural		\$1,000

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TASK	LUMP SUM FEE	HOURLY – NOT TO EXCEED
Mechanical / Electrical / Plumbing		\$1,000
Task 4.2: Construction Administration		
Civil		\$45,000
Architecture and Landscape Architecture		\$175,000
Structural		\$1,600
Mechanical / Electrical / Plumbing		\$5,200
Reimbursable Expenses		\$14,500
Totals	\$862,050	\$256,050

Task 5 Optional Services:

Security & Telecom Infrastructure Systems Engineering Services:

Schematic Design:	\$ 1,530.00
Design Development:	\$ 4,830.00
Construction Documents:	\$ 5,490.00
Bidding & Negotiation:	\$ 990.00

Construction Administration: Hourly + Reimbursable Expenses

TOTAL **\$ 12,840.00**

Audio Visual Systems Engineering Services:

Schematic Design:	\$ 1,140.00
Design Development:	\$ 4,920.00
Construction Documents:	\$ 6,150.00
Bidding & Negotiation:	\$ 870.00

Construction Administration: Hourly + Reimbursable Expenses

TOTAL **\$13,080.00**

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ATTACHMENT “C”

Consultant’s Project Team

The following are the members of the Consultant’s Project Team:

Tunnell, Spangler & Associates, Inc. d/b/a TSW (Architect and Landscape Architect)

- Adam Williamson
- Katy O’Meilia
- Peyton Peterson
- Heather Hubble

Johnson & Associates (Civil Engineer)

- Tim Johnson
- Mark Zitzow

360 Engineering Group, PLLC (Structural Engineer)

- Ricardo Montoya

Allen Consulting Incorporated (MEP Engineer)

- Jesse Babb


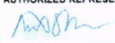
J&A (Low Voltage Engineer)

- Jim Gillis

ATTACHMENT “D”

Certificate(s) of Insurance

PROFESSIONAL SERVICES AGREEMENT
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	CERTIFICATE OF LIABILITY INSURANCE	TUNN&00-01 CBOURDON	DATE (MM/DD/YYYY) 9/9/2023																																																								
<p><small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small></p> <p><small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small></p>																																																											
PRODUCER Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807		CONTACT Carol Bourdon PHONE: _____ FAX: _____ (A/C, No, Ext): _____ (A/C, No): _____ E-MAIL: _____ ADDRESS: cbourdon@wscins.com																																																									
INSURED Tunnell-Spangler & Associates, Inc. DBA TSW 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A CONTINENTAL INSURANCE 35289 INSURER B CONTINENTAL CASUALTY 20443 INSURER C HARTFORD INSURANCE COMPANY INSURER D : _____ INSURER E : _____ INSURER F : _____																																																									
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<p><small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 8px;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL SUBR INSD WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> </td> <td><input checked="" type="checkbox"/></td> <td>6020707119</td> <td>9/5/2023</td> <td>9/5/2024</td> <td> EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPL PRACTICES \$ 10,000 </td> </tr> <tr> <td colspan="7"> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER </td> </tr> <tr> <td>A</td> <td> <input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </td> <td><input checked="" type="checkbox"/></td> <td>6020707119</td> <td>9/5/2023</td> <td>9/5/2024</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ </td> </tr> <tr> <td>B</td> <td> <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 </td> <td><input checked="" type="checkbox"/></td> <td>6020707167</td> <td>9/5/2023</td> <td>9/5/2024</td> <td> EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 </td> </tr> <tr> <td>C</td> <td> <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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<p><small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</small></p> <p>Additional named insured: Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW</p> <p>Certificate holder will be included as additional insured where required by written contract.</p>																																																											
CERTIFICATE HOLDER		CANCELLATION																																																									
City of Midwest City/Midwest City Economic Development Authority Mt. Tim Lyon, City Manager/General Administrator 100 N. Midwest Boulevard Midwest City, OK 73110		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																																									

ACORD 25 (2016/03)

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ATTACHMENT "E"

Site Map

