

AGREEMENT FOR ARCHITECTURAL SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Barrett L. Williamson Architects, Inc. (ARCHITECT);

WITNESSETH

WHEREAS, OWNER intends to construct an office and maintenance building for Line Maintenance Division located adjacent to the HPP Water Storage Tower in NE Norman (Project WA0329/WW0329), as further described in Attachment B; and

WHEREAS, OWNER requires survey, design, construction administration, and as-built services in connection with the PROJECT (SERVICES); and,

WHEREAS, ARCHITECT is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ARCHITECT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the date last executed below.

ARTICLE 2 - COMPLETION DATE

ARCHITECT shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ARCHITECT

ARCHITECT shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ARCHITECT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ARCHITECT all data in OWNER's possession pertinent to and requested by the ARCHITECT for the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS). ARCHITECT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ARCHITECT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ARCHITECT as required for ARCHITECT's performance of its SERVICES
- 6.3. Timely Review: OWNER will examine ARCHITECT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ARCHITECT in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ARCHITECT or contractor(s) defined in Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local,

state, or federal authorities; and land, easements, rights-of-way, and access necessary for ARCHITECT'S SERVICES or PROJECT construction.

- 6.6. Hazardous Substances: If ARCHITECT has knowledge of hazardous substances in a form not permitted by law or regulations on the Project, ARCHITECT will notify OWNER promptly, and will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. OWNER will arrange for or conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures. Section 6.6 shall be ARCHITECT'S sole obligation with respect to hazardous or toxic materials on and around the Project.

ARTICLE 7 - STANDARD OF CARE

ARCHITECT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional architect for similar services performed at the time and in the place performed by ARCHITECT. ARCHITECT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ARCHITECT'S fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ARCHITECT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ARCHITECT agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) but only to the extent caused by a negligent act, error, or omission of the ARCHITECT in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless the ARCHITECT, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ARCHITECT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ARCHITECT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. ARCHITECT shall indemnify OWNER against legal liability for damages arising out of claims by ARCHITECT'S employees for injuries sustained on the Project. OWNER shall indemnify ARCHITECT against legal liability for damages arising out of claims by OWNER'S employees for injuries sustained on the Project.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ARCHITECT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.

- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, ARCHITECT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ARCHITECT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000 per claim and \$1,000,000 aggregate.

ARCHITECT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled by the Insurer without at least thirty days written notice to OWNER. ARCHITECT shall and will require its consultants to include OWNER and ARCHITECT as additional insured on their General Liability Insurance policies.

ARCHITECT and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages to the extent covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ARCHITECT to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ARCHITECT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to 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 ARCHITECT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request, ARCHITECT shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ARCHITECT pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on

extensions of the PROJECT or on any other PROJECT. Reuse without retaining ARCHITECT and ARCHITECT'S consultants shall be at the risk of the user and without legal liability to Architect and ARCHITECT'S consultants.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to ARCHITECT. ARCHITECT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER'S convenience, OWNER shall pay ARCHITECT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ARCHITECT'S compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

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

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

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

ARCHITECT: Barrett L. Williamson, NCARB
Barrett L. Williamson Architects, Inc.
219 West Boyd, Suite 203
Norman, OK 73069
405.360.1566
blw@blwarchitects.com

OWNER: Mark Daniels, PE
Norman Utilities Authority
201-C West Gray, 73069
P.O. Box 370
Norman OK 73070
405-366.5377
mark.daniels@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ARCHITECT and OWNER.

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

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 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 or 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 provisions 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 18 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ARCHITECT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A – Schedule – Line Maintenance Office/Maintenance Building
Attachment B - Scope of Services - Line Maintenance Office/Maintenance Building
Attachment C – Compensation - Line Maintenance Office/Maintenance Building

ARTICLE 19 - SUCCESSORS AND ASSIGNS

OWNER and ARCHITECT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 20: THIRD PARTY BENEFICIARIES

With the exception of the indemnities under §8.2, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or ARCHITECT.

IN WITNESS WHEREOF, ARCHITECT and OWNER have executed this AGREEMENT.

DATED this _____ day of _____ 20_____.

Barrett L. Williamson Architects, Inc. - ARCHITECT

Samantha J. Barton
ATTEST

Signed:

[Signature]
Authorized Representative

Barrett Williamson, Principal
Name and Title

Signed before me this 15th day of January, 2020 by Barrett Williamson.



Corporate Secretary (where applicable)
(Corporate Seal) (where applicable)

Norman Utilities Authority - OWNER

APPROVED as to form and legality this _____ day of _____, 20_____.

Authority Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20_____.

ATTEST

By: _____
Chairman

Secretary

Seal

ATTACHMENT A
Line Maintenance Building

SCHEDULE

Task	Task Description	Duration (Days)	Estimated Completion Date
Task 1A	Predesign Services	30	February 28, 2020 (Based on Start Date of January 29, 2020)
Task 2A	Schematic Design	45	April 15, 2020
Task 2B-2F	Design Development	60	June 15, 2020
Task 2G	Topographical Survey (Allowance)		Concurrent with below
Task 3	Final Plans and Construction Bid Documents	Future (TBD)	Future (TBD)
Task 4	Bidding Services	Future (TBD)	Future (TBD)
Task 5A	Construction Administration	Future (TBD)	Future (TBD)
Task 5B	Record Drawings	Future (TBD)	Future (TBD)

ATTACHMENT B

Line Maintenance Building

Commentary and History:

The existing Line Maintenance Division consisting of 6 administrative staff, 25 water line maintenance employees and 18 sewer line maintenance employees is located on the North Base property adjacent to the Fleet offices and vehicle servicing areas. The existing 11,000 SF building contains administrative offices, the employee breakroom, inadequate restroom facilities for 49 employees, fire hydrant/meter repair area as well as a storage area for numerous water and sewer line repair parts, replacement meters, fire hydrants, etc. A separate building is provided for pump repair parts and a work area for pump repairs, storage and testing should be combined at the new building. This project assumes construction of a new 20,000 square foot (SF) facility and appurtenances NW of the water treatment plant at the former Hall Park wastewater lagoon site. The project should consider expected growth of the division over the next 20 years. Adequate employee and visitor parking, and exterior pipe storage areas should be constructed of asphalt; interior space for 5 or more pumper trucks should be provided.

The ARCHITECT will provide services necessary to facilitate the planning, design and construction of the proposed office and maintenance building for Line Maintenance Division. The project is expected to be located directly west of the existing High Pressure Plane (HPP) Elevated Storage Tower (EST) and will generally include the following:

1. Site Planning
 - a. Site Study – determine areas most suitable for building and appurtenances
 - b. Conceptual layout of roadways, parking areas, and utilities including natural gas, electric, City fiber, water and sewer.
 - c. Topographic survey (using NUA GIS data)
2. Design of Line Maintenance Building
 - a. Pre-Engineered Metal Building (PEMB)
 - i. Area: 20,000 SF
 - ii. Zoned A-2, unplatted
 - iii. Type 2B Construction.
 - b. Three components:
 - i. Water Line Maintenance Shop
 - ii. Sewer Line Maintenance Shop
 - iii. Administrative Office and support spaces. This may be conventionally framed or PEMB and be of a higher level finishes and materials including masonry veneer.
 - c. Separate Exterior Vehicle storage of approximately 5,000 SF.
 - d. Other features:
 - i. Truck and Equipment Storage
 - ii. Sand, Gravel and Topsoil Storage (exterior)
 - iii. Hazmat storage cabinets
 - iv. Shelving for parts
 - v. Workbenches
 - vi. Welding area (central shared)
 - vii. Restrooms, showers, laundry for uniforms
 - viii. Offices

- ix. Conference room
 - x. Break room
 - xi. Training room
 - xii. Other spaces as determined in the predesign services
3. Site Improvements (Including but not limited to)
- a. Utilities and Service Connections
 - b. Paving
 - c. Drainage
 - d. Fencing and Security with Card Access Facility
 - e. Exterior Lighting Meeting (Dark Sky Strategy)

The ARCHITECT will provide the following SERVICES necessary for completion of the project.

- 1. Project Administration
 - a. Prepare agendas and minutes for all meetings.
 - b. Attend monthly meetings as necessary for completion of the project.
 - c. Prepare, monitor and update project schedule
 - d. Prepare claims and monitor project budget
- 2. Preliminary Design
 - a. Existing City provided GIS Topo
 - b. Master Planning for Site
 - c. Report including:
 - i. LMF Programming
 - ii. Conceptual design
 - iii. Conceptual Cost Estimate (not including roads, just parking and building).
 - iv. Identify key equipment with recommendations.
 - v. Coordination of the project with other potential improvements at the site.
 - vi. Provide report in electronic (draft and final) and hardcopy (final – 3 copies) formats.
- B. Preliminary Plans
 - i. Plans depicting sufficient information for thirty (30) percent review including, but not limited to:
 - 1. Site Layout showing all proposed improvements including structures, paving, utilities, service lines, or other improvements necessary to construct the facility.
 - 2. Architectural
 - 3. Foundation
 - 4. Mechanical/Electrical/
 - 5. Site Security and Fencing
 - 6. Site Control/Access Improvements
 - ii. Coordinate the project design with all known existing and proposed utilities.
- C. Topographic Survey
 - i. Provide full topographic survey of the proposed project area including all surface features and marked utilities
 - ii. Establish a minimum of two (2) benchmarks adjacent to the project necessary to facilitate proper completion of the project

- iii. Provide measurements and invert elevations for all access structures such as manholes, vaults, valves, etc.
- D. Geotechnical Investigation
 - i. The city will contract for geotechnical services necessary to determine conditions for design of foundations and paving at the proposed project area.

The ARCHITECT when authorized and agreed will provide the following SERVICES following completion of the above preliminary design services. The OWNER may, at a later date, amend the contract to include Final Design and Construction SERVICES necessary for completion of the project. The draft scope of work for these services are listed below

- 3. Final Design and Construction Bid Documents
 - a. Prepare final plans and specifications for bidding.
 - b. Compliant submittal for obtaining City of Norman permit(s) for construction. Revisions necessary to meet code requirements will be the responsibility of the Architect and at no additional cost to the OWNER.
 - c. Generate updated cost estimate.
 - d. Provide bidding services:
 - i. Prepare addendum(s) as necessary.
 - ii. Attend and manage mandatory Pre-Bid Conference.
 - iii. Review bids and recommend to the OWNER for an award.
- 4. Construction Services
 - A. Construction Administration
 - i. Provide construction administration services as detailed in this Section 4 during the construction phase
 - ii. Assist with the Pre-Work Conference.
 - iii. Review testing company reports and review and recommend approval/rejection of claims.
 - iv. Attend construction progress meetings.
 - v. Review contract pay estimates and recommend approval/rejection of claims.
 - vi. Review and approve or reject submittals, but only for general compliance with the design concept described in Architect's construction documents.
 - vii. Review and respond to Requests for Information from the contractor.
 - viii. Prepare field changes, amendments, and/or change orders necessary to facilitate construction of the project.
 - B. Record Drawings
 - i. Provide hardcopy and electronic (PDF and CAD or GIS) as-built record documents, based on marked-up drawings provided by the Contractor, within 30 days of completion of the project.
 - ii. Submit permanent control points with as-builts.
 - iii. Review the Contractor provided Operations and Maintenance (O&M) Manual (three copies) covering all system and equipment constructed and installed as part of this project.

ATTACHMENT C
Line Maintenance Building

COMPENSATION

Task	Task Description	Task Fee	Additional Fees
Task 1A	Project Administration (Predesign Services)	\$19,900.00	(TBD)
Task 2A	Schematic Design (Architectural)	\$29,000.00	(TBD)
Task 2B	Design Development (Architectural)	\$48,250.00	(TBD)
Task 2C	Civil (Allowance)	\$10,000.00	(TBD)
Task 2D	Structural (Allowance)	\$4,400.00	(TBD)
Task 2E	MEP (Allowance)	\$10,000.00	(TBD)
Task 2F	Cost Estimating (Allowance)	\$3,000.00	(TBD)
Task 2G	Topographical Survey (Allowance)	\$0	Future (TBD)
Task 2H	Geotechnical Report (Allowance)	\$0	Future (TBD)
Task 3	Final Plans and Construction Bid Documents	\$0	Future (TBD)
Task 4	Bidding Services	\$0	Future (TBD)
Task 5A	Construction Administration	\$0	Future (TBD)
Task 5B	Record Drawings	\$0	Future (TBD)
	Totals	\$124,550.00	

The ARCHITECT may submit interim statements, not to exceed one per month, for partial payment of SERVICES rendered. The statements to the OWNER will be by task for the percentage of work actually completed. The OWNER shall pay said interim statements within thirty (30) calendar days.