

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Wrightson, Johnson, Haddon & Williams, Inc., [WJHW] (CONSULTANT) for the following reasons:

1. **OWNER** intends to replace the audio visual equipment in the Council Chambers and Conference Rooms (Council Chambers Audio/Visual Upgrade Project); and,
2. **OWNER** requires certain professional analysis, design, and project oversight/coordination services in connection with the Project (the Services); and,
3. **CONSULTANT** is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _ _ day of March, 2013.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT for the audio video and acoustic services outlined in the Scope of Services (Attachment A) and further outlined in the proposal dated January 22, 2013, (Attachment B) for a fee of \$44,800 (excluding reimbursables).

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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 CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 – INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless the CONSULTANT, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act 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 CONSULTANT 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 CONSULTANT 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.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, 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. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT 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, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services 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 modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to 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 AND SUSPENSION

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; provided, however, the nonperforming party shall have 14 calendar days from the receipt 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 CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed (plus reimbursable expenses). Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, contractor delays or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of 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 16 - NOTICES

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

Brenda Hall
City Clerk
City of Norman
P.O. Box 370
Norman, OK 73070

(CONSULTANT - WJHW):

Bill Kistler, Associate Wrightson, Johnson, Haddon & Williams, Inc. 4801 Spring Valley
road, Suite 113
Dallas, TX 75244

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within thirty (30) days after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT 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 20 - 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 it 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 21 - INTEGRATION

This Agreement, including Attachments A and B incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and (Wrightson, Johnson, Haddon & Williams, Inc., [WJHW]) have executed this Agreement.

DATED this _____ day of _____, 20__.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Wrightson, Johnson, Haddon & Williams, Inc
(CONSULTANT)

Signature Cheli D. Myers

Name Cheli D. Myers

Title President

Date March 4, 2013

Attest:



Approved as to form and legality this 6 day of March 20 13.

[Signature]
City Attorney

**ATTACHMENT A
SCOPE OF SERVICES**

PROGRAMMING

- Refine, as necessary, a programmatic understanding of the project.
- Visit the site and meet with all appropriate parties to discuss and receive input from the stakeholders and together their input, and to observe and document the existing conditions in detail.
- Review the existing broadcast and internet streaming provisions and learn what is required for the renovated facility.
- Present the Owner and Design Team a narrative that discusses performance objectives, opinion of probable cost, preliminary recommendations for acoustical materials and finishes, space requirements for AV equipment, and preliminary AC power and cooling loads, where applicable.

CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS

- Determine the building requirements to implement the technical systems.
- Provide input to the design team on initial power and heat load requirements, typical device locations on floor and ceiling plans, preliminary layouts in equipment rooms and conduit distribution requirements for each of the technical systems included in the project.
- Develop final construction documents for each of the systems included in the project.
- Coordinate technical systems included in the project with the appropriate design team members.
- Provide design and construction documents on CAD backgrounds provided by the Owner.
- Prepare Construction Documents (drawing and specifications) to be released as a biddable package by the City. All work will be coordinated with the appropriate design team members.

CONTRACTOR SELECTION/BID REVIEW

- Work with the project stakeholders and the design team to pre-qualify contractors, if requested.
- Respond to bid questions, RFI's, etc.
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, contractor qualifications and value.

CONSTRUCTION ADMINISTRATION

- Assist in the review of substitutions, proposed changes, change orders, contractor's schedules and reports regarding work related to the systems included in the project.
- Respond to RFIs as it relates to the systems included in the project.
- Review the submittals of the successful contractor(s) one time for each discipline.
- For acoustics, Submittals and RFI's will be not be approved or disapproved, rather a description of those items requiring action or are commendation regarding technical qualification or action from an acoustical perspective will be provided in written form for use in providing an official response authored by the responsible party.
- Attend pre-construction meetings related to the systems for which we are responsible.
- Observe, on one occasion, the conduit and cabling installation.
- Provide a single initial punch list of the systems included in the project and provide documentation to OWNER of such testing.
- After the systems are operational and any punch list items have been cleared, perform final set-up and testing of the systems included in the project.
- WJHW's costs associated with final testing/balancing/EQing of the systems shall be set forth as an allowance in the issued specifications to the contractor.

Attachment B



January 22, 2013

Wrightson, Johnson, Haddon & Williams, Inc.
Designers and Planners for Sound, Video, Multi-Media
Telecommunications, Broadcast, Theatre & Acoustics

Dallas - San Antonio - Denver

Brenda Hall
City of Norman
201 West Gray, Bldg. A
Norman, OK 73069

VIA EMAIL: Brenda.Hall@NormanOK.gov

Re: City of Norman Council Chambers Audio Visual and Acoustics

Dear Brenda:

Our proposal includes the professional services necessary to design, plan, and coordinate the Acoustical and Technical Systems for the above referenced project. In addition, it includes all Administrative and Contract Administration services, from Programming Verification through Construction Administration. These services are hereinafter known as the "Base Services." It is prepared and offered by Wrightson, Johnson, Haddon & Williams, Inc. hereinafter known as "WJHW", to The City of Norman hereinafter known as the "Owner". Our proposal is intended to form the basis of an agreement between the "Owner" and "WJHW" for the services and fees as described.

PROJECT UNDERSTANDING

Wrightson, Johnson, Haddon & Williams, Inc. (WJHW) will provide the design and consultative services based on an approved programming document which may include the following services:

- Sound system modifications and enhancements to allow the audio to be processed for chamber reinforcement, assisted listening system, and streaming and recording
- Wireless microphone capability
- Dias Station
 - Electronic voting system
 - Request to speak functions
 - LCD monitor
 - Audio speaker
- VGA/HDMI and video connections at various locations
- Clock timer with physical and virtual clocks
- Custom multi-media lectern
 - VGA/HDMI connections
 - Microphone
 - Built in PC and LCD monitor for preview
- Multi-camera recording and switching system
 - Cameras to have pan, tilt, and zoom capability and to be high resolution
 - Camera controller with camera location presets
 - Network streaming component
- Broadcast plates with audio and video connections for press
- All aspects of video system to be designed with high definition digital video
- Overflow sound and video in the lobby
- Recommendations/details on acoustic treatments

4801 Spring Valley Road, Suite 113 Dallas
TX 75244
972.934.3700 voice 972.934.3720 fax

SCOPE OF EFFORTS

PROGRAMMING

WJHW will:

- Refine, as necessary, a programmatic understanding of the project.
- Visiting the site and meeting with all appropriate parties to discuss and receive input from the stakeholders and to gather their input, and to observe and document the existing conditions in detail.
- Reviewing the existing broadcast and internet streaming provisions and learn what is required for the renovated facility.
- Present the Owner and Design Team a narrative that discusses performance objectives, opinion of probable cost, preliminary recommendations for acoustical materials and finishes, space requirements for AV equipment, and preliminary AC power and cooling loads, where applicable

CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS

WJHW will:

- Proceed with determining the building requirements to implement the technical systems.
- Provide input to the design team on initial power and heat load requirements, typical device locations on floor and ceiling plans, preliminary layouts in equipment rooms and conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Work to develop final construction documents for each of the systems for which we have been given responsibility.
- Coordinate technical systems for which we have been given responsibility with the appropriate design team members.
- Provide design and construction documents on CAD backgrounds provided by the Owner.
- Prepare Construction Documents (drawing and specifications) to be released as a biddable package by the City. All of our work will be coordinated with the appropriate design team members.

CONTRACTOR SELECTION/BID REVIEW

WJHW will:

- Work with the project stakeholders and the design team to pre-qualify contractors, if requested.
- Respond to bid questions, RFI's, etc.
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, contractor qualifications and value.

CONSTRUCTION ADMINISTRATION

WJHW will:

- Assist in the review of substitutions, proposed changes, change orders, contractor's schedules and reports regarding work related to the systems for which we are responsible.
- Respond to RFIs as it relates to the systems for which we are responsible.
- Review the submittals of the successful contractor(s) one time for each discipline for which we are responsible.

- For acoustics, Submittals and RFI's will be not be approved or disapproved, rather a description of those items requiring action or a recommendation regarding technical qualification or action from an acoustical perspective will be provided in written form for use in providing an official response authored by the responsible party.
- Attend pre-construction meetings related to the systems for which we are responsible
- Observe, on one occasion, the conduit and cabling installation.
- Provide a single initial punch list of the systems for which we are responsible and provide documentation to your office of such testing.
- After the installing contractors have notified us that the systems are operational and any punchlist items have been cleared, we will perform final set-up and testing of the systems for which we are responsible.
- WJHW's costs associated with final testing/balancing/EQing of the systems for which we are responsible shall be set forth as an allowance in the issued specifications to the contractor.

FEES

For the audio video and acoustic services outlined above, we propose the following fees of **\$44,800** (excluding reimbursable expenses).

These fees are based on our best assessment of the needs of the project and an assumed systems budget of approximately \$450,000. If our understanding of the scope requires modification, please let us know; we will work with you on a changed scope of services and fee structure.

OTHER PROJECT PROVISIONS

RESPONSIBILITIES

Value Engineering: If "value engineering" (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW's recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If the Owner requires the incorporation of changes to the project documents to which WJHW has objected, the Owner agrees, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney's fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by the Owner.

Re-design: WJHW will perform programming, analysis and design work one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on the Owner's request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

Additional Services: The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Owner for direction. Additional Services, if approved, shall be provided on either hourly basis or for a negotiated fee plus reimbursable expenses.

Seal: There is no "seal" for our design services; therefore, the contract documents produced will not be sealed by WJHW. As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

Standard of Care: WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

Exclusion: Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

Limitations of Construction Responsibilities: WJHW shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

PROJECT TRIPS

The scope and fees shown above are predicated on up to a maximum of five (5) trips in to Norman, Oklahoma during the life of the project. Any additional trips or man-days requested or authorized by the Owner will be on an additional services basis, either hourly or for a negotiated fee plus reimbursable expenses.

REIMBURSABLE EXPENSES

Unless otherwise stated in the proposal/agreement, expenses incurred while providing additional services will be invoiced at cost in addition to the professional fees. Examples of reimbursable expenses are, but not limited to: airfare at coach class, travel agent fees, mileage at prevailing IRS rates, subsistence in connection with travel, printing, reproduction, overnight delivery service, etc.

INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment is due in full, without retainage within 30 days.

INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insured's to our policy as directed by the Owner will be invoiced as a reimbursable expense.

MISCELLANEOUS

Government Fees: The professional fees listed in the proposal/ agreement do not include any government-imposed fees, duties, taxes (excise or otherwise), accounting costs associated with computing these costs or other costs, which are not specifically contained within the professional fees or the reimbursable expenses. Any such fees or taxes, which are imposed on the professional services provided by WJHW, will be added to our invoices.

Indemnification: WJHW and Owner agree to indemnify and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent caused by the negligent acts, errors, or omissions of the other, or anyone for whose acts either of them may be legally liable.

Entire Agreement: This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

TERMINATION

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

This proposal is based on our current best understanding and expectations of the project requirements. If, after reading this proposal, you feel that modification of our proposed services is in order, we will work with you to arrive at a mutually agreeable scope of services and associated fees.

Thank you for your time and for giving us the opportunity to prepare this proposal. Please let us know if you have any questions or need further information.

Best Regards,

WRIGHTSON, JOHNSON, HADDON &
WILLIAMS, INC.

Bill Kistler
Associate

CC: WJHW Marketing

ACCEPTED:

By

Title

Date