

September 5, 2018

**Major Kevin Foster**  
**Norman, OK Police Department**  
201-B West Gray  
Norman, OK 73069

**RE: Norman Police Department – Emergency Communications / Operations Center**  
**Proposal for Professional Architecture/Engineering Services – Phase II**  
ADG Project No. 968-1.21

Dear Major Foster:

ADG, in association with Boynton, Williams & Associates, is pleased to provide this proposal for the professional services required to design and oversee the bidding and construction administration of the proposed new ECC-EOC facility. The following attachments are the supplemental attachments to PHASE II ARCHITECTURAL AND ENGINEERING SERVICES provided by the City of Norman for your legal review upon receipt of comments from this document.

We are excited to see this important project moving forward and are pleased to be a part of the development team. We are available to respond to any questions or comments that the City may have at your convenience.

Respectfully submitted,

Ian A. Reeves, AIA  
President

## **PHASE II ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 5th day of September, 2018, by and between the **CITY OF NORMAN**, a municipal corporation (hereinafter referred to as “City”) and **ARCHITECTS DESIGN GROUP/ADG, INC.** (hereinafter referred to as “Architect”) and is for the Architect’s provision of certain services (as further described herein) relating to a facility housing an Emergency Communications Center and Emergency Operations Center (hereinafter the “Project”).

### **ARTICLE 1. INITIAL INFORMATION**

1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

1.1.1 Project Description and Cost of Work. The City’s Project is the design and eventual construction of a facility including an Emergency Communications Center (hereinafter “ECC”) and Emergency Operations Center (hereinafter “EOC”). The Project facility will be approximately 10,000 square feet in size and will be located at 3005 E. Robinson Street, Norman, Oklahoma (hereinafter the “Project Site”). The total Cost of the Work for this Project, as defined in Section 6.1 (minus Phase I and II A/E Fees), shall not exceed Five Million Seven Hundred Forty Thousand and Twenty-Four Dollars (\$5,740,024.00).

1.1.2 Projected Time Frames. The anticipated design phase and construction administration milestone dates following the execution of this Agreement are as follows (the following schedule is approximate and based upon the City’s eventual issuance of a Notice to Proceed):

(a)	<u>Standard Architectural / Engineering Design</u>	<u>8-10 Months</u>
	a. Schematic Design	2 Months
	b. Design Development	4 Months
	c. Construction Documents	3 Months
	d. Bidding/Contracting	2 Months
	e. Construction Administration	12-14 Months
	f. Building Commissioning	1-2 Months

(b) Construction commencement date: \_\_\_\_\_TBD\_\_\_\_\_

(c) Substantial Completion date or dates: \_\_\_\_\_TBD\_\_\_\_\_

1.1.3 Delivery of Sealed Competitive Bid. Pursuant to this Agreement, the City requests and the Architect will procure and deliver a detailed set of Construction Plans for the Project as well as a Competitive Bid Sealed Proposal for construction of the Project.

1.1.4 Parties’ Representatives.

The City identifies the following representative in accordance with Section 5.3:

Attn: Major Kevin Foster

201 – B West Gray Street  
Norman, OK 73069  
P: 405-366-5240

The Architect identifies the following representative in accordance with 2.3:

Attn: Christian Ballard  
Boynton, Williams & Associates  
900 36<sup>th</sup> Ave., Suite 100  
Norman, OK 73072  
(405) 329-0423

1.1.5 Architect's Consultants.

- (a) The Architect shall retain the following consultants for the provision of Basic Services (as defined in Article 3 herein):

Structural Engineer  
Wallace Engineering  
120 E. Sheridan, Suite 104  
Oklahoma City, OK 73104  
(918)-584-5858

Mechanical/Electrical/Plumbing/Fire Protection Engineers  
Heath McKee, Mechanical Engineer  
115 W. Main  
Norman, OK 73069  
(405) 447-2282

- (b) Consultants potentially retained by Architects for the provision of Supplemental Services (as defined in 4.0 herein):

Civil Engineering	Wallace Engineering
Cost Estimating	White & Associates
Landscape Architecture	Alaback Design Associates
Technology/ Security	TLC
Communications/EOC	TLC
Acoustical Engineer	TBD (if needed)
Interior Design (FF&E)	TBD (if needed)
Geotechnical Engineer	Burgess Engineering and Testing
Environmental Consultant	Olsson and Associates

1.2 The City and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the City and the

Architect shall, as appropriate, adjust the Architect's services, schedule for the Architect's services, and/or the Architect's compensation. The City shall, as necessary, also adjust the City's budget for the Cost of the Work and/or the City's anticipated design and construction milestones, to accommodate material changes in the Initial Information.

1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, without or without agreed changes to its terms, to establish the protocols for the development, use, transmission, and exchange of digital data.

1.4 Indemnification of City by Architect and Defense of Claims. The Architect hereby agrees to, indemnify, and hold harmless the City, its officers, , and employees, from and against liability, loss, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The Architect and City both agree to promptly serve notice on the other Party of any claims arising hereunder. The acceptance by City 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 City of any action, right or remedy otherwise available to the City at common law.



## ARTICLE 2. ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project Site is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals as identified herein.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project (*see* 1.1.4).

2.4 Except with the City's knowledge and express consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

2.5 Insurance. The Architect shall maintain, at no expense to the City, the following insurance with company(ies) authorized to do business in Oklahoma and rated at least B+/X by Best Key Rating Guide, until termination of this Agreement.

2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident and combined single limit of One Million Dollars (\$1,000,000.00) for each person, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

2.5.4 Workers' Compensation at statutory limits.

2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000.00) each accident.

2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.

2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City, its affiliated entities, directors, officers and employees as additional insured for claims caused in whole or in part by the Architect's acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies and shall apply to both ongoing and completed operations.

2.5.8 The Architect shall provide certificates of insurance to the City that evidence compliance with the requirements in this Section 2.5. Such policy shall be endorsed to require the giving of written notice to City at least thirty days prior to cancellation, non-renewal of any policies, evidenced by return receipt of United States Certified Mail.

### **ARTICLE 3. SCOPE OF ARCHITECT'S BASIC SERVICES**

3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, and report progress to all necessary City departments, including in all communications the City's representative identified 1.1.4. During construction, Architect shall report progress to the City no less frequently than once per week.

3.1.2 The Architect shall coordinate its services with any services provided by the City. The Architect shall not be responsible for the accuracy, completeness, and timeliness of, services and information furnished by the City. The Architect shall provide prompt written notice to the City if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the City's approval a schedule for the performance of the Architect's services. The schedule shall address all anticipated timelines set forth in Section 1.1.2(a), and shall include dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the City's review, for the performance of work or tasks, if any, by the City, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or City. With the City's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

#### **3.2 Schematic Design Phase Services**

3.2.1 The Architect shall review the program and other information furnished by the City, and shall review laws, codes, and regulations applicable to the Architect's services.

3.2.2 The Architect shall cooperate and work with the City in developing an estimated Cost of Work for the Project.

3.2.3 The Architect shall prepare a preliminary evaluation of the City's program, schedule, Project Site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.4 The Architect shall present its preliminary evaluation to the City and shall discuss with the City alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the City regarding the requirements of the Project.

3.2.5 Based on the Project requirements agreed upon with the City, the Architect shall prepare and present, for the City's approval, a preliminary design illustrating the scale and relationship of the Project components.

3.2.6 Based on the City's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the City's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

3.2.7 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the City's program, schedule, and budget for the Cost of the Work.

3.2.8 The Architect shall submit to the City an estimate of the Cost of the Work prepared in accordance with Section 6.3.

3.2.9 The Architect shall submit the Schematic Design Documents to the City, and request the City's approval.

### 3.3 Design Development Phase Services

3.3.1 Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the City's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

3.3.2 The Architect shall submit the Design Development Documents to the City, advise the City of any adjustments to the estimate of the Cost of the Work, and request the City's approval.

### 3.4 Construction Documents Phase Services

3.4.1 Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the City's approval. The

Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The City and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals,

which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate and comply with the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

3.4.3 During the development of the Construction Documents, the Architect shall assist the City in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the City and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

3.4.4 With the participation and cooperation of the City, the Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

3.4.5 The Architect shall submit the Construction Documents to the City, advise the City of any recommended adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the City's approval.

### 3.5 Procurement Phase Services

3.5.1 The Architect shall assist the City in establishing a list of prospective contractors. Following the City's approval of the Construction Documents, the Architect shall assist the City, according to the City's instructions, in (1) obtaining either competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

3.5.2 Competitive Bidding. Bidding Documents shall consist of bidding requirements and proposed Contract Documents. The Architect shall assist the City in bidding the Project by:

- (a) facilitating the distribution of Bidding Documents to prospective bidders;
- (b) organizing and conducting a pre-bid conference for prospective bidders;
- (c) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- (d) organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the City.

If the Bidding Documents permit substitutions, upon the City's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.5.3 Negotiated Proposals. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Architect shall assist the City in obtaining proposals by:

- (a) facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- (b) organizing and participating in selection interviews with prospective contractors;
- (c) preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- (d) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the City.

If the Proposal Documents permit substitutions, upon the City's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### 3.6 Construction Phase Services

3.6.1 General Items. The Architect shall provide administration of the Contract between the City and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the City and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the City and the Architect amend this Agreement. The Architect shall advise and consult with the City during the Construction Phase Services.

The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, except as otherwise set forth in this Agreement. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work pursuant to their agreement(s) with the City.

Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.



### 3.6.2 Evaluations of the Work

The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the City reasonably informed about the progress and quality of the portion of the Work completed, and as addressed in Section 3.1.1 herein, and promptly report to the City (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made by Architect in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

Unless the City and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the City and Contractor as provided in the Contract Documents, and all initial decisions by Architect are subject to final approval by the City.

### 3.6.3 Certificates for Payment to Contractor

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The Architect shall maintain a record of the Applications and Certificates for Payment.

### 3.6.4 Submittals

The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect.

Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### 3.6.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare any necessary Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect shall maintain records relative to changes in the Work.

### 3.6.6 Project Completion.

#### 3.6.6.1. General Duties. The Architect shall:

- (a) conduct inspections to determine, in cooperation and express agreement with the City, the date or dates of Substantial Completion and the date of final completion;
- (b) issue Certificates of Substantial Completion;



- (c) forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and
- (d) issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

3.6.6.2 Inspections and Contract Sum Balance. The Architect's inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When Substantial Completion has been achieved as set forth in Section 3.6.6, the Architect shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.3 Sureties, warranties, and waivers. The Architect shall forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

3.6.6.4 Post-Completion Meeting. Upon request of the City, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the City to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

4.1 Supplemental Services. The services listed below are not included in Basic Services but may be required for the Project. With no less than ten (10) business days prior written notice to the City's representative (as identified in Section 1.1.4), the Architect shall provide the listed Supplemental Services to the extent specifically designated in the table below as the Architect's responsibility, and to the extent reasonably necessary to the timely and workmanlike completion of the Project. Architect is responsible for the timely service of such notification ensure conformance to timelines set forth in the Contract Documents. Upon receipt of Architect's notice, the City may request additional information from Architect regarding the necessity of Architect's provision of Supplemental Services, which shall be provided by Architect no later than five (5) business days following the request. The City shall compensate the Architect for Supplemental Services as provided in Section 11.2.

<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or Not Provided)</i>
.1 Programming	Phase I – Previously Completed by Architect
.2 Existing facilities surveys	Phase I – Previously Completed
.3 Site evaluation and planning	Architect
.4 Building Information Model management responsibilities	Architect
.5 Development of Building Information Models for post construction use	Selected Contractor
.6 Civil engineering	Architect
.7 Landscape design	Architect
.8 Architectural interior design	Architect
.9 Value analysis	Architect <i>(if requested)</i>
.10 Detailed cost estimating beyond that required in Section 6.3	Architect
.11 On-site project representation	Architect <i>(if requested)</i>
.12 Conformed documents for construction	Architect
.13 As-designed record drawings	Architect <i>(if requested)</i>
.14 As-constructed record drawings	Selected Contractor
.15 Post-occupancy evaluation	Architect
.16 Telecommunications/data design	Architect
.17 Security evaluation and planning	Architect
.18 Commissioning	Architect <i>(if requested)</i>
.19 Furniture, furnishings, and equipment design	Architect
.20 Other services provided by specialty Consultants	Architect <i>(if requested)</i>
.21 Other Supplemental Services as discussed and identified by the Parties and as directed in writing by the City.	Architect <i>(if requested)</i>

A description of each Supplemental Service identified in Section 4.1 as the Architect's responsibility is provided in Exhibit D.

4.2 Architect's Additional Services. The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives written authorization from the City's representative (as identified in Section 1.1.4):

- (a) Services necessitated by a change in the Initial Information, previous instructions or approvals given by the City, or a material change in the Project including size, quality, complexity, the City's schedule or budget for Cost of the Work, or procurement or delivery method;
- (b) Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- (c) Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (i) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (ii) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- (d) Services necessitated by decisions of the City not rendered in a timely manner or any other failure of performance on the part of the City;
- (e) Preparing digital models or other design documentation for transmission to the City's consultants and contractors, or to other City-authorized recipients;
- (f) Preparation of design and documentation for alternate bid or proposal requests proposed by the City;
- (g) Preparation for, and attendance at, a public presentation, meeting or hearing; or
- (h) Consultation concerning replacement of Work resulting from fire or other unforeseen cause during construction.

4.2.2 Only as necessary to avoid delay in the Construction Phase, the Architect shall, as soon as notice has been dispatched to the City explaining the facts and circumstances giving rise to the need, provide the following Additional Services. If, upon receipt of the Architect's notice, the City determines that all or parts of the services are not required, the City shall give prompt written notice to the Architect of the City's determination. The City shall compensate the Architect for the services provided prior to the Architect's receipt of the City's notice.

- (a) Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- (b) Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other City-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- (c) Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- (d) Evaluating substitutions proposed by the City or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- (a) Two complete (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- (b) Twenty-four (24) visits of no less than one (1) hour per visit to the site by the Architect during construction. Architect shall ensure that the Contractor's Project Manager is present for these visits;
- (c) One (1) inspection for any portion of the Work which portion shall be separately identifiable from the Contract Documents, to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Document;
- (d) One (1) inspection for any portion of the Work referenced in sub-Section 4.2.3(c) above to determine final completion.

## **ARTICLE 5 CITY'S RESPONSIBILITIES**

5.1 Unless otherwise provided for under this Agreement, the City shall provide information in a timely manner regarding requirements for and limitations on the Project, including information relating to or otherwise defining the City's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements (referred to as the City's "Written Program" to the extent provided in writing).

5.2 The City shall participate and cooperate with the Architect in establishing the the Cost of the Work as defined in Section 6.1, including all reasonably anticipated contingencies. If the City wishes to significantly increase or decrease the Cost of the Work as the Cost of Work is completed and submitted pursuant to Section 5.2 and Article 3, the City shall notify the Architect, and the Parties shall endeavor to update and amend the Cost of Work. The City and the Architect shall thereafter agree to a corresponding change in the Project's scope and/or quality.

5.3 The City shall identify a representative authorized to act on the City's behalf with respect to the Project. Specific reference to this representative in one place of this Agreement shall not

indicate a different interpretation of any provision in this Agreement not containing such specific reference. The City shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.4 The City shall furnish any necessary surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

5.5 To the extent this Agreement does not expressly obligate the Architect to furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, such items shall be provided by the City.

5.6 The City shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the City's needs and interests for the Project.

5.7 The City shall provide prompt written notice to the Architect if the City becomes aware of any fault or defect in the Project.

5.8 The City shall include the Architect in all communications with the Contractor that reasonably relate to or affect the Architect's services or professional responsibilities. The City shall promptly notify the Architect of the substance of any direct communications between the City and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

5.9 Before executing the Contract for Construction, the City shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The City shall provide the Architect a copy of the executed agreement between the City and Contractor, including the General Conditions of the Contract for Construction.

5.10 The City shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

5.11 Within fifteen (15) business days after receipt of a written request from the Architect, the City shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.



## ARTICLE 6 COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the City to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the City. The Cost of the Work does not include the compensation of the Architect, as set forth in this Agreement; the costs of the land, rights-of-way, financing; or other costs that are the responsibility of the City.

6.2 The City's budget for the Cost of the Work is provided in Initial Information, and shall only be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the City's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional under the circumstances present at that time.

6.3 In preparing estimates of the Cost of Work, the Architect shall identify potential contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the City's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. In preparing its estimates of the Cost of Work, Architect shall endeavor to stay within the City's budget for the Cost of Work, identified in the Initial Information herein, including all reasonably anticipated contingencies, and shall promptly notify the City in the case the Architects determines the City's budget for the Cost of Work shall be exceeded. If the City requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

6.4 If, through no fault of the Architect, the Procurement Phase, as set forth in Section 3.5, has not commenced within 90 days after the Architect submits the Construction Documents to the City, the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, which may in turn necessitate changes to the City's budget for the Cost of Work, as addressed in Article 6.

6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the City's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the City to adjust the Project's size, quality, or budget for the Cost of the Work, and the City shall cooperate with the Architect in making such adjustments.

6.6 If the City's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the City shall:

- (a) give written approval of an increase in the budget for the Cost of the Work;
- (b) authorize rebidding or renegotiating of the Project within a reasonable time;
- (c) terminate in accordance with Section 9.5;

- (d) in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- (e) implement any other mutually acceptable alternative.

6.7 If the City chooses to proceed under Section 6.6(d), the Architect shall modify the Construction Documents as necessary to comply with the City's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6(a). If the City requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the City's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the City shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

7.1 The Architect and the City warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

7.3 The Architect grants to the City a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses benefitting City from the Architect's consultants consistent with this Agreement. The license(s) granted or obtained under this section shall permit the City to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the City's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted by Architect in this Section 7.3 shall terminate.

7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted by Architect herein to another party without the prior written agreement of the Architect.

7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.



## ARTICLE 8 CLAIMS AND DISPUTES

8.1 Generally. The City and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law,. The City and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.

8.2 Mediation. Subject to or except as set forth in Sections 8.2.1 through 8.2.4, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

8.2.1 If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect shall proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

8.2.2 The City and Architect shall endeavor to resolve claims, disputes and other matters in question between them through mediation by a private mediator chosen by the agreement of the parties, which cooperation and agreement shall not be unreasonably withheld by either party. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation, following which request the parties have ninety (90) days to agree to a mediator or resolve the claims, disputes or other matters. Otherwise, either Party may thereafter proceed as outlined in Section 8.2.4.

8.2.3 The parties shall share the fees of any mediator chosen pursuant to Section 8.2.2 equally. The mediation shall be held within the confines of the federal jurisdiction in which the Project Site is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the parties may thereafter pursue litigation in the Oklahoma state court for the district in which the Project Site is located.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

9.1 If the City fails to make payments to the Architect in substantial compliance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) business days' written notice to the City before suspending services. Before resuming services, the City shall pay the Architect all sums due prior to suspension and any expenses incurred as a direct result of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.2 If the City suspends the Project for reasons other than fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. In such case, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.3 If the City suspends the Project for more than 120 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.5 The City may terminate this Agreement upon not less than seven days' written notice to the Architect for the City's convenience and without cause.

9.6 If the City terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the City shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the laws of the state and federal jurisdictions in which the Project Site is located.

10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

10.3 The City and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement.

10.4 If the City requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 business days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

10.5 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 City or Architect.

10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the City's confidential or proprietary information if the City has previously advised the Architect in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Architect in the City's promotional materials for the Project. This Section 10.6 shall survive the termination of this Agreement unless the City terminates this Agreement for cause pursuant to Section 9.4.

10.7 If the Architect or City receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth herein. The receiving party may disclose "confidential" or "business proprietary" information after 7 business days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. This Section 10.8 shall survive the termination of this Agreement.

10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to

the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

10.9 Confidentiality. Consultant shall not publish, copyright, or otherwise disclose or permit to be disclosed or published the results of any reports to the City concerning the Work, or any particulars thereof, including forms or other materials developed exclusively for City in connection with the performance by Consultant of its services hereunder during the period of this Agreement, without prior written approval of the City. Consultant, cognizant of the sensitive nature of much of the data supplied by the City, agrees to protect the confidentiality of any information designated by City to be privileged or proprietary except:

- (a) the confidentiality of any information that has already entered the public domain by no act of the Architect;
- (b) is obtained by Consultant from independent third parties not otherwise identified in this Agreement or subject to any confidentiality or similar agreement with the City, or
- (c) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

10.10 Modifications. This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representative of the parties.

10.11. No Waiver. No omission or delay by either party to the Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

10.12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

10.13. Severability. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

10.14. Force Majeure. In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either Party, whether such occurrence be an act of God such as lightning, earthquake(s), flood(s) or other like cause(s), the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a Party hereto nor under the direction or control of a Party hereto, then such performance shall be excused for such time period as is reasonably necessary after such occurrence to remedy the effects thereof, and in a manner consistent with Section 10.14 and the other provisions of this Agreement.

10.15. Independent Contractor. Architect's relationship with the City shall at all times be that of an independent contractor. The method and manner in which Architect's services shall be performed shall be determined by Architect, in its sole discretion, and City will not exercise control of Architect or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by

Architect shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Architect, or any of its employees, employees or agents of the City.

10.16. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**ARTICLE 11 COMPENSATION**

11.1 For the Architect's Basic Services described under Article 3, the City shall compensate the Architect as follows, *see also* Exhibit D:

Stipulated Sum

Phase II Basic Services A/E Fees Total:	\$ 430,500.00
<u>Phase II Required Supplemental Services:</u>	<u>\$ 185,176.00</u>
<b>Total Budgeted Fees:</b>	<b>\$ 615,676.00</b>

Reimbursable Expense

Not to exceed without authorization	\$28,000.00
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11.2 For the Architect's Supplemental Services designated in Section 4.1, the City shall compensate the Architect based upon the cost, as set forth in Section 11.6.

11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the City shall compensate the Architect based upon cost, as set forth in Section 11.6, plus five percent (5%).

11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect in the case of Supplemental Services and cost plus five percent (5%) in the case of Additional Services.

11.5 The Phase II Basic Services A/E Fees Total identified in 11.1 shall be paid for each phase of services in the following proportions:

Schematic Design Phase	20%
Design Development Phase	30%
Construction Documents Phase	25%
Procurement Phase	5%
Construction Phase	20%
Total Basic Compensation	100%

11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted only upon the written approval of the City.

Employee or Category	Rate \$/per hour
Principals	\$205
Studio Department Principals/Project Architects	\$182
Associates	\$152
Project Managers	\$145
Designers	\$ 87
Computer Draftsperson I	\$ 65

Computer Draftsperson II	\$ 65
Computer Supervisor	\$ 95
Threshold Inspector (Certified)	\$ 83
Construction Administrators	\$ 102
Specification Writer	\$ 98
Senior Draftsperson	\$ 87
Draftsperson I	\$ 73
Draftsperson II	\$ 65
Accounting Services	\$ 83
Staff (Word Processor I)	\$ 50
Graphic Designer	\$ 72
Interior Design Principal	\$105
Interior Design Designer	\$ 77
Interior Design Specification Writer	\$ 76
Interior Design Draftsperson I	\$ 66

11.8 Compensation for Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. Architect shall be compensated for Reimbursable Expenses at cost, without any additional markup, and based upon documentation including itemized description for each requested Reimbursable Expense. Reimbursable Expenses under this Agreement are as follows, and are limited to those amounts or relating to those personnel reasonably necessary to complete the Work:

- (a) Transportation and authorized out-of-town travel and subsistence;
- (b) Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- (c) Permitting and other fees required by authorities having jurisdiction over the Project;
- (d) Printing, reproductions, plots, and standard form documents;
- (e) Postage, handling, and delivery;
- (f) Where overtime is necessitated as a result of the City's unilateral action in requesting Architect's services, or due to unreasonably delay of the City, expense of overtime work requiring higher than regular rates;
- (g) The material cost of renderings, physical models, mock-ups, professional photography, and presentation materials requested by the City or required for the Project;
- (h) All taxes levied on reimbursable expenses; and
- (i) Other similar Project-related expenditures approved in advance by the City.

11.9 Payments to the Architect. Unless otherwise agreed, payments for services shall be based upon the percentages set forth in Section 11.5 and made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) calendar days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.



## **ARTICLE 12 SCOPE OF THE AGREEMENT**

12.1 This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Architect.

12.2 This Agreement is comprised of the following documents identified below:

1. Phase II Architectural and Engineering Services Agreement;
2. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below;
3. Exhibits A-E



IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF NORMAN,  
a municipal corporation

By: \_\_\_\_\_  
Lynne Miller, Mayor

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Attorney

Approved by the City of Norman this \_\_\_\_ day of \_\_\_\_\_, 2018.

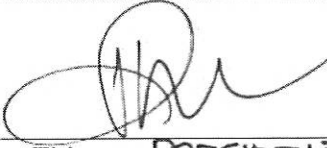
ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Lynne Miller, Mayor

ARCHITECTS DESIGN GROUP/ADG, INC.

a(n) \_\_\_\_\_

By:  IAN A. REEVES  
Title: PRESIDENT

Address: PO BOX 1210  
WINTER PARK, FL 32790

ATTEST:


  
Annamolie Keittol  
Senior Admin Asst.

EXHIBIT "A"

**Scope of Services:**

**Emergency Communications Center and Emergency Operations Center**

**City of Norman, OK**

ADG Project No. 968-16

September 5, 2018

**General Description:**

The project, and related Scope of Services, is generally described as the Standard Architectural/Engineering Services for the Emergency Communications Center and Emergency Operations Center for the City of Norman; to include the following City of Norman entities:

- **Emergency Communications Center**
- **Emergency Operations Center**
- **Future Facilities (TBD)**

The Phases of Services are herein identified as follows:

**1. Phase II: Basic Architectural and Engineering Services:**

- 1.1 The Consultant shall provide services for the standard phases, as defined in the Owner/Consultant agreement, for the proposed facility. These shall include schematic design at 20% of the basic services fee, design development at 30%, construction documents at 25%, bidding or GMP coordination at 5%, and construction administration at 20%, respectively. The specialty disciplines that will comprise the remaining design team members will also utilize the outlined phase allocation.
- 1.2 The Consultant and the Client recognize that the requested services are of significant magnitude, scheduling and complexity, which may include the facility being developed in terms of "survivability" as may be required by the City.
- 1.3 Basic Architectural Services includes the following disciplines: architecture, interiors, structural engineering, and mechanical/electrical/plumbing/fire protection engineering.

**EXHIBIT "B"**

**Information Requested**

**Emergency Communications Center and Emergency Operations Center**

**City of Norman, OK**

ADG Project No. 968-16

September 5, 2018

**Information Requested:**

The information that Architects Design Group (ADG) would need from the City of Norman in order to complete this project include:

1. The City shall submit to the consultant, any existing documentation relative to the proposed site that has been previously identified and investigated.
2. The City is to provide the Design Team with soil borings (at the appropriate time).
3. The City is to provide the Design Team any land development regulations that the Design Team will need to comply with.
4. The City is to provide the Design Team a list of the Permitting Agencies that will be involved in reviewing and/or permitting the project.

EXHIBIT "C"

**Project Schedule**

**Emergency Communications Center and Emergency Operations Center**

**City of Norman, OK**

ADG Project No. 968-16

September 5, 2018

**Schedule:**

1. Standard Architectural / Engineering Design .....8 – 10 months
  - a. Schematic Design.....2 months
  - b. Design Development .....4 months
  - c. Construction Documents ..... 3 -4 months
  - d. Bidding .....2 months
  - e. Construction Administration .....12 months
  - f. Building Commissioning ..... 1 -2 months

Amendment No. One to Contract K-11617-69

EXHIBIT "D"

**Professional Fee Allocation**

**Emergency Communications Center and Emergency Operations Center**

**City of Norman, OK**

ADG Project No. 968-16

September 5, 2018

**Fee Allocation:**

The following is the professional fee allocation for the various services defined in Exhibits "A" and "E". Basis of Fee: \$5,250,000 @ 8.2% = \$430,500.00

1. **Phase II Basic Services:**

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1.1	Phase II – A: Schematic Design.....	\$ 86,100.00
1.2	Phase II – B: Design Development.....	\$ 129,150.00
1.3	Phase II – C: Construction Documents.....	\$ 107,625.00
1.4	Phase II – D: Bidding.....	\$ 21,525.00
1.5	Phase II – E: Construction Administration .....	\$ 86,100.00
1.6	<b>Phase II Basic Services A/E Fees:.....</b>	<b>\$ 430,500.00</b>
1.7	Phase II: Reimbursable (not to exceed) .....	\$ 28,000.00

**Phase II: Required Supplemental Services:**

1.8	On-Site Civil Engineering.....	\$ 45,000.00
1.9	Off-Site Civil Engineering.....	\$ TBD
1.10	Special Construction (Foundation Design).....	\$ TBD
1.11	Landscape Architecture & Irrigation Design.....	\$ 16,800.00
1.12	Site Lighting Design .....	\$ 7,200.00
1.13	Cost Estimating (3) .....	\$ 14,000.00
1.14	Permit Coordinating.....	\$ 8,000.00
1.15	Security Systems Consultant.....	\$ 18,420.00
1.16	Technology / Audio-Visual Consultant .....	\$ 22,540.00
1.17	Communications Center / EOC Consultant .....	\$ 20,780.00
1.18	Acoustical Engineer.....	\$ TBD
1.19	Renderings (up to 3).....	\$ 7,000.00
1.20	Interior Design & Furniture Selection .....	\$ 17,836.00
	9,800 SF @ \$28/SF = \$274,400 @ 6.5% = \$17,836	
1.21	Alternate Bid Documents (Exceeding Contract Scope).....	\$ TBD
1.22	Extended Construction Observation Services.....	\$ TBD
1.23	Post Occupancy/Warranty Inspection.....	\$ 7,600.00
1.24	Record As-Constructed Drawings .....	\$ TBD
1.25	<b>Phase II: Additional Services Total: .....</b>	<b>\$ 185,176.00</b>

**Total Professional A/E Fees: .....\$ 615,676.00**

EXHIBIT "D"

Professional Fee Allocation

Emergency Communications Center and Emergency Operations Center

City of Norman, OK

ADG Project No. 968-16

September 5, 2018

Page 2

**ARCHITECTS DESIGN GROUP, INC.**  
**ADDITIONAL SERVICES HOURLY RATES**  
Effective 01/2018 through 01/2019

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	205.00/hr.
Studio Department Principals/Project Architects .....	182.00/hr.
Associates .....	152.00/hr.
Project Managers .....	145.00/hr.
Designers.....	87.00/hr.
Computer Draftsperson I.....	65.00/hr.
Computer Draftsperson II .....	65.00/hr.
Computer Supervisor .....	95.00/hr.
Threshold Inspector (Certified).....	83.00/hr.
Construction Administrators.....	102.00/hr.
Specification Writer .....	98.00/hr.
Senior Draftsperson .....	87.00/hr.
Draftsperson I.....	73.00/hr.
Draftsperson II .....	65.00/hr.
Accounting Services .....	83.00/hr.
Staff (Word Processor I) .....	50.00/hr.
Graphic Designer .....	72.00/hr.
Interior Design Principal.....	105.00/hr.
Interior Design Designer.....	77.00/hr.
Interior Design Specification Writer.....	76.00/hr.
Interior Design Draftsperson I .....	66.00/hr.

Note: Any changes in the above noted hourly rates, after December 2018 shall be provided to the Owner thirty (30) days prior to said date.

EXHIBIT "E"

**Other Conditions or Services**

**Emergency Communications Center and Emergency Operations Center**

**City of Norman, OK**

ADG Project No. 968-16

September 5, 2018

**1. Additional Services:**

The owner reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the City of Norman including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.

**2. Public Presentations:**

The Architect, if authorized by the owner, shall participate in a public presentation of the proposed study and shall prepare a presentation for the purposes of assisting the City in the public awareness process.

2.1 The Architect shall provide the Owner with one set of documents, of said presentation, at no additional cost to the Owner.

2.2 The Architect shall make presentations to the general public at the fixed fee to be established on a per meeting basis at a fee of \$1,750/meeting. Said presentations shall be attended by up to two (2) members of the Architectural Team.

**3. Phasing of Architects Services:**

The initial phase shall consist of the Programming, Site Analysis, Master Planning, and Conceptual Design. Phase II shall consist of the design, bidding, and construction administration of the Emergency Communications Center and Emergency Operations Center.

**4. Dispute Resolution:**

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

The Consultant agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Consultant had knowledge and failed to present during the City procedures.

In the event that City procedures are exhausted and a suit is filed for legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.