AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the_____ day of_____ in the year **Two Thousand Nineteen**
(In words, indicate day, month and year.)

BETWEENthe Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Norman (Owner)
201 West Gray St.
Norman, OK 73070

and

Norman Municipal Authority (Owner)
201 West Gray St.
Norman, OK 73070

Attention: Mr. Terry Floyd, Development Coordinator

and the Architect:
(Name, legal status, address and other information)

The McKinney Partnership Architects, PC (Architect)
3600 West Main St., Suite 200
Norman, OK 73072
Attention: Mr. Richard S. McKinney, Jr., AIA President

for the following Project:
(Name, location and detailed description)

This Municipal Complex Renovation is located at 201 West Gray Street in Norman and includes the Renovation / Modification of the five (5) existing Municipal Buildings within the City Complex.

The project shall be carried out in approximately three consecutive stages as further described in Exhibits A, B and C. Exterior scope is limited to proposed parking lot East of Building A with underground detention, entry improvements to Building D, and potential relocated drive-up window in Building A.

Phased Contract Approval:

While this Contract outlines all services and fees for the entire Municipal Complex Renovation, execution of this Contract will approve all work outlined in this Contract but only authorize the Architect to proceed with the initial phase of this work which inlcudes site verification of the buildings, review of previous programming for all buildings, Schematic Design for each building, and Design Development of Building B (Library Building). The balance of the work within this Contract may only proceed after sale of bonds which provides funding for balance of Design and overall construction.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

(Paragraphs deleted)

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 TheOwner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to the following Exhibits:
Exhibit A – Proposal Letter dated July 6, 2018
Exhibit B – 2008 Phased Master Plan Study
Exhibit C – 2015 Space Utilization Study
Exhibit D–Standard Hourly Rate Schedule

Additional Scope and clarifications may be added or deleted at a later date resulting from updated detailed programming analysis of previous Master Plan(s) and modifications from the original scope - Refer Exhibit B.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibits A, B and C

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

To be established by the Owner

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
Not identified at this time

.2 Construction commencement date:
Not identified at this time

.3 Substantial Completion date or dates:
Not identified at this time

.4 Other milestone dates:
Not identified at this time

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)
A Construction Manager at Risk Project Delivery System is assumed

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)
There are no formal Sustainable Objectives identified for the project

(Paragraphs deleted)
§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Terry Floyd, Development Coordinator
201 West Gray
Norman, OK 73070
Terry.Floyd@NormanOK.gov
(405) 366-5446

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)
To be determined by the Owner

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
The Architect shall assist the Owner in the issuance of Requests for Proposals
.2 Civil Engineer:
The Architect shall assist the Owner in the issuance of Requests for Proposals
.3 Other, if any:

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(List any other consultants and contractors retained by the Owner.)
None Applicable at this time – The Architect shall assist the Owner in the issuance of Requests for Proposals should other consultants be required.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mr. Richard S. McKinney. Jr., AIA-President
3600 West Main, Suite 200
Norman, OK 73072
mckinney@tmparch.com
(405) 360-1400

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:
To Be Determined based on final scope definition

.2 Mechanical Engineer:
To Be Determined based on final scope definition

.3 Electrical Engineer:
To Be Determined based on final scope definition

§ 1.1.11.2 Consultants retained under Supplemental Services:

Brinkley Sargent Wiginton Architects – Public Safety and Judicial Design Consultant

§ 1.1.12 Other Initial Information on which the Agreement is based:

Refer to Exhibits A, B and C

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)

§ 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 is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and 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 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **one million dollars** ($ **1,000,000**) for each occurrence and **two million dollar** ($ **2,000,000**) inthe aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **two million dollars** ($ **2,000,000**) per accident 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**) each accident, **one million dollars** ($ **1,000,000**) each employee, and **one million dollars** ($ **1,000,000**) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **one million dollars** ($ **1,000,000**) per claim and **one million dollars** ($ **1,000,000**) 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 polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

(Paragraph deleted)
§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner 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 Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated 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 Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, 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 Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner'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.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 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 Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner'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 Owner'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 **Construction Manager at Risk** shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner'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 Owner'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 Owner 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 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 **will support the Construction Manager at Risk in assisting** the Owner 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 Owner 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 The **Construction Manager at Risk** 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 Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The **Construction Manager at Risk** shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the **Construction Manager at Risk** shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

(Paragraphs deleted)

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§ 3.5.2.2 The **Construction Manager at Risk** shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** 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,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner 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. 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.

§ 3.6.1.3 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

§ 3.6.2.1 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. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (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.

§ 3.6.2.1.1 The Architect shall include as a part of the Basic Services Bi-Monthly site visits throughout the duration of construction for each phase.

§ 3.6.2.2 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 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.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 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 Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)
§ 3.6.2.5 Unless the Owner 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 Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor
§ 3.6.3.1 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 Owner, 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 foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraph deleted)
§ 3.6.4.3 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. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

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shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 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.

§ 3.6.4.5 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

§ 3.6.5.1 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 Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

(Paragraphs deleted)

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** 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 The Architect's inspections shall be conducted with the Owner 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.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner 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.

§ 3.6.6.4 The Architect shall forward to the Owner 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 Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraph deleted)

§ 3.6.6.5 Upon request of the Owner, 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 Owner to review the facility operations and performance **and submit a written summation to the Owner**.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's

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responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	**Basic Services**
§ 4.1.1.2 Multiple preliminary designs	**Basic Services (up to 3)**
§ 4.1.1.3 Measured drawings (Existing Conditions)	**Basic Services**
§ 4.1.1.4 Existing facilities surveys (site survey)	**Owner**
§ 4.1.1.5 Site evaluation and planning	**Basic Services**
§ 4.1.1.6 Building Information Model management responsibilities	**Not Provided**
§ 4.1.1.7 Development of Building Information Models for post construction use	**Not Provided**
§ 4.1.1.8 Civil engineering	**Architect**
§ 4.1.1.9 Landscape design	**Not Provided**
§ 4.1.1.10 Architectural interior design (color, finishes)	**Basic Services**
§ 4.1.1.11 Value analysis	**Not Provided**
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	**Not Provided**
§ 4.1.1.13 On-site project representation	**Not Provided**
§ 4.1.1.14 Conformed documents for construction	**Not Provided**
§ 4.1.1.15 As-designed record drawings	**Not Provided**
§ 4.1.1.16 As-constructed record drawings **based on contractor mark ups**	**Basic Services**
§ 4.1.1.17 Post-occupancy evaluation	**Basic Services**
§ 4.1.1.18 Facility support services	**Not Provided**
§ 4.1.1.19 Tenant-related services	**Not Provided**
§ 4.1.1.20 Architect's integration of the Owner's consultants	**Basic Services**
§ 4.1.1.21 Telecommunications / data / access control design	**Owner**

(Row deleted)

§ 4.1.1.22 Security evaluation and planning	**Owner**
§ 4.1.1.23 Commissioning	**Not Provided**
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	**Not Provided**
§ 4.1.1.25 Fast-track design services	**Not Provided**
§ 4.1.1.26 Multiple bid packages	**Not Provided**
§ 4.1.1.27 Historic preservation	**Not Provided**
§ 4.1.1.28 Furniture, furnishings, design	**Owner**
§ 4.1.1.29 Other services provided by specialty Consultants	**Architect**
§ 4.1.1.30 Other Supplemental Services	**None Identified**
§ 4.1.1.31 Enhanced Site Observation	**Architect**

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.8 – Civil Design: Civil Engineering Design required for exterior improvements including parking and sub-surface detention at proposed lot East of Building A.

4.1.1.29 – Other services provided by specialty Consultants: Services provided by Judicial/Law Enforcement Consultant (Brinkley Sargent Wiginton Architects) as required for programming and planning of the Municipal Court relocation and Police expansion/renovation.

4.1.1.31 – Enhanced Site Observation: Provision of increased Site Observation (two (2) additional visits per month) during construction in addition to the allotted by-monthly visits included in the Basic Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Refer 4.1.1. for list of Owner responsbilities.

(Paragraph deleted)

§ 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.

(Paragraphs deleted)

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner 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 the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;

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.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 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 Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 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;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner 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:

.1 **More than Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.3 **More than Two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 **More than Two(2)** inspections for any portion of the Work to determine final completion.

(Paragraph deleted)

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **forty eight (48)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner 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 Owner shall furnish 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 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)
§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall 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.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

(Paragraph deleted)
§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner 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 Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner 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.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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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 Owner 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 Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

(Paragraph deleted)

§ 6.2 The Owner's budget for the Cost of the Work **shall be provided by the Owner and** shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner'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 **Construction Manager at Risk**, represent the **Construction Manager at Risk**judgment.

§ 6.3 In preparing estimates of the Cost of Work, the **Construction Manager at Risk** shall be permitted to include 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 Owner's budget. The **Construction Manager at Risk** estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner 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 4.1.1, as a Supplemental Service.

(Paragraphs deleted)

§ 6.4 If,through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner,the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner'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 Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner 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. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner 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 Owner 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 Owner 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 from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner'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 in this Section 7.3 shall terminate.

(Paragraph deleted)

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 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 Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 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 General

(Paragraphs deleted)

§ 8.1.1 The Owner and Architect shall commence all claims and causes of actionagainst 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, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question,arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

(Paragraph deleted)

§ 8.2.1 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. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may 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 Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project 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.

(Paragraphs deleted)

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

(Paragraphs deleted)

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance 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 days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any 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.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. 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 Owner suspends the Project for more than 90 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 Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner 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.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

(Paragraphs deleted)
§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

(Paragraph deleted)
§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.**The Architect shall cooperate fully with any successor architect employed by the Owner. The Architect shall provide copies of all files and data reasonably requested. Reasonable reimbursement for expenses incurred shall be paid as Additional Services per Hourly Rates. Further, the Owner shall release the Architect of any and all liability for the project documents.**

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 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 Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 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 Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner 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 in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 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.

§ 10.9 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum: **Basic Services Fee of Seven Hundred Forty-Five Thousand Twenty-Five Dollars ($745,725.00)**

.2 **Initial Phase Fee: Fees for the Initial Phase, authorized by the execution of this contract and as defined on Page 1, shall be Two Hundred Fifteen Thousand Dollars ($215,000.00). This fee is included in the Basic Service fee listed in 11.1.1. The balance of all fees shall apply to the balance of the work only after authorization by the City.**

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 , the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)***Supplemental Services Fee of One Hundred Eleven Thousand Two Hundred Seventy-Five Dollars ($111,275.00) including allowances and fees itemized below are in addition to the Basic Services Fee listed in 11.1.1.**

4.1.1.8 –	**Civil Design:**	**Allowance of Thirty Thousand Dollars ($30,000.00)**
4.1.1.29 –	**Other services provided by specialty Consultants**	**Allowance of Forty-Five Thousand Dollars ($45,000.00)**
4.1.1.31 –	**Enhanced Site Observation**	**Fee of Thirty-Six Thousand Two Hundred Seventy-Five Dollars ($36,275.00)**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Billed at Standard Hourly Rates listed in Exhibit D up to an agreed upon / approved not to exceed amount.

§ 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 plus **Zero**percent (**0**%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not Applicable

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	**Ten**	percent (	**10**	%)
Design Development Phase	**Thirty**	percent (	**30**	%)

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Construction Documents Phase	**Thirty**	percent (	**30**	%)
Procurement Phase	**Five**	percent (	**5**	%)
Construction Phase	**Twenty Five**	percent (	**25**	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)
§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer Exhibit D – Standard Hourly Billing Rates

(Table deleted)
(Paragraphs deleted)
(Table deleted)
§ 11.8 Compensation for Reimbursable Expenses
(Paragraphs deleted)
§ 11.8.1 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, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent (**10** %) of the expenses incurred. **Total Reimbursable expenses shall not exceed Seventeen Thousand Dollars ($17,000.00) for the entire project.**

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

An amount equal to the increased premium times the number of years that the increased coverage is to remain in effect per the governing statute.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
(Paragraphs deleted)
§ 11.10.1.1 An initial payment of **Zero($0)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty (30)** 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.
(Insert rate of monthly or annual interest agreed upon.)

1.5%per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

(Paragraph deleted)
§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Indemnification of Pollution Disclaimer
It is acknowledged by the Owner that the Architect's scope of services does not include services relating to the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants or any governmental or regulatory directive or request for testing, monitoring, clean up, removal, containment, treatment, detoxification or neutralization of any pollutants and specifically any asbestos containing building material.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner 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 Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 **AIA Document A201-2017 – General Conditions of the Contract for Construction**

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
Exhibit A - Proposal Letter dated July 6, 2018
Exhibit B - 2008 Phased Master Plan Study
Exhibit C -2015 Space Utilization Study
Exhibit D - Standard Hourly Billing Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)
None Applicable

This Agreement entered into as of the day and year first written above.

ARCHITECT *(Signature)*
Richard S. McKinney, Jr., AIA President
(Printed name, title, and license number, if required)

THE CITY OF NORMAN, OKLAHOMA

By:		Attest:	
Name:	Lynne Miller	Name:	Brenda Hall
Title:	Mayor	Title:	City Clerk
			(SEAL)

NORMAN MUNICIPAL AUTHORITY

By:		Attest:	
Name:	Lynne Miller	Name:	Brenda Hall
Title:	Chairman	Title:	Secretary
			(SEAL)

Approved as to form and legality this _____ day of _____, 2019.

City Attorney/ General Counsel

(Table deleted)(Paragraphs deleted)

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EXHIBIT A

K-1819-99

THE MCKINNEY PARTNERSHIP
architects

6 July 2018

Mr. Steve Lewis
City Manager
City of Norman
201 West Gray Street
Norman, OK 73070

Re: Proposal of Architectural Services
City of Norman Municipal Complex Renovation
Norman, Oklahoma

Mr. Lewis :

We appreciate this opportunity to submit to the City of Norman (City) our Proposal of Architectural Services relating to the Renovation of the Municipal Complex. We propose the following Scope, Outline of Services, Fee Structure and Schedule for this work:

PROJECT UNDERSTANDING

History

Since the initial **Phased Master Plan Study** was prepared in January 2008 followed by the 2015 **UPDATED Space Utilization Study**, several municipal facility advancements have taken place including the acquisition and utilization of the Smalley Center on Lindsey Street for the Police Department, an interim expansion of the Municipal Court (2009), a partial renovation of Building A interiors (2012), and a conceptual design for a Senior Center considered in the current Library building (2015). Additionally, other interior, mechanical and roof improvements have been completed in the current library (Building B) and Building C.

3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
tmparch.com

Proposed Scope

With the new Central Library nearing completion by mid-2019, programming should begin for the initial phase including the formation of a new Development Center (Planning, Engineering, Public Works, GIS, Utilities and Permitting) and possibly Parks & Recreation to be relocated to Building B (Library Shell) from Buildings A and C.

Subsequent phases at this time are currently planned as follows:

- Relocation of the Municipal Court & Finance Division to Building A
- Expansion of Police Division into the vacated Court space
- Interior modifications to Building C including expansion of Information Technology & Human Resources
- Interior modifications to 201 West Gray including Security, Administration and Records
- Site development including potential parking and detention modifications as required

Article 1 BASE ARCHITECTURAL SERVICE

Schematic Design

The following outline of services shall generally be applied to all Phases of the Municipal Complex Renovation. Some phases may run concurrent while other Phases would occur sequentially as buildings are vacated.

1.01 Review with City the 2015 Space Utilization Study to verify current space needs, expectations, adjacencies, anticipated growth, budget, schedule and priorities for each building, division and phase.

1.02 Develop revised Program of design requirements and needs for City review.

1.03 Compile existing site and building information applicable to the design including as-built conditions, site conditions, building systems and any known deficiencies.

1.04 Conduct preliminary code review based on current adopted codes by City.

1.05 Prepare schematic drawings and "SketchUp" 3D images of design concepts as required to convey the proposed space planning and design intent.

1.06 Prepare Cost estimate of Schematic Design

1.07 Review Schematic Design Documents with City

1.08 Revise drawings to reflect comments from City following review.

Design Development

1.09 Prepare Design Development Documents including Site Plan, Floor Plan, Reflected Ceiling Plan, Interior Elevations, Building Sections and preliminary Building System Design.

1.10 Prepare preliminary interior finishes and light fixtures for review by City.

1.11 Prepare Design Development budget for review by City.

1.12 Review Design Development Documents with City and incorporate any changes as required.

Construction Documents

1.13 Prepare Construction Documents for permitting, bidding, and construction including but not limited to Site Plan with Details, Structural Details, Floor Plans, Elevations, Interior and Millwork Elevations, Building Sections, Interior Design Finishes and Specifications.

1.14 Coordinate and provide Structural, Mechanical, Electrical, Plumbing, and Civil Engineering design as required to construct the project(s).

1.15 Review Construction Documents with Owner and incorporate any changes as required.

1.16 Prepare 80% CD Cost Estimate for review by City.

1.17 Submit plans to City of Norman for permitting and incorporate any comments as required for approval and issuance of building permit.

Bidding and Negotiations

1.18 Assist the City in issuance of plans for bidding and participation in Pre-Bid meeting.

1.19 Respond to Requests for Information (RFIs) and Issue Addenda as required during bidding.

1.20 Review bids and assist City in preparation of Construction Contract.

Construction Observation

1.21 Respond to RFIs from General Contractor and render decisions relating to matters of compliance or interpretation of the documents in conjunction with the City.

1.22 Review of Shop Drawings and Submittals

1.23 Review the construction at intervals required for life safety and code compliance estimated at four (4) site visits per month and two (2) job site meetings per month.

1.24 Preparation and distribution of written field reports and photo-documentation of each site visit.

1.25 Conduct final Punch List inspection with City and Contractor. Prepare written Punch List and distribute. Conduct final inspection to verify satisfactory completion of the work.

1.26 Review Contractor Change Order Requests (CORs) and issue Change Orders and Work Directives during construction as required.

1.27 Issue Certificate of Substantial Completion

1.28 Conduct 11 month post-completion inspection of the work prior to Contractor's 12 month warranty expiration.

Article 2 OWNER RESPONSIBILITIES:

2.01 Provide programming requirements and information relating to current and projected municipal departmental needs including areas, staffing projections, uses, adjacencies and current operations.

2.02 Provide operational assessment and records of MEP systems for each building

2.03 Allow access to buildings with adequate notice

2.04 Site Survey of property as required

2.05 Geotechnical Engineering as required

2.06 Audio/Video/IT Design

2.07 Security Design

2.08 Storm Shelter Design

2.09 Building Permit fees

2.10 Special Inspection fees required by Code.

2.11 Review documents as needed to convey changes and instructions to the Architect.

2.12 Review and provide written approval at all key stages of the project and estimated costs of construction.

2.13 Items 2.04 - 2.08 can be provided by the Architect as an additional service if requested.

K-1819-99

Article 3 ADDITIONAL SERVICES:

3.01 Changes or Value Engineering in the project at the Owner's request after previous phases have been approved by the Owner when such changes require additional work by the Architect or their Consultants.

3.02 Enhanced photo-realistic renderings of the project as requested by Owner other than Basic Services “SketchUp” renderings prepared during the design phase.

3.03 Signage design

3.04 Additional construction observation required beyond the contracted completion due to no fault of the Architect. Architect shall invoice the Owner who should recover any additional costs from the Contractor.

3.05 Landscape and Irrigation Design

3.06 Coordination with Court / Public Safety consultant

3.07 Furniture, Fixtures & Equipment (FF&E) selection and procurement

3.08 As-Built verification of existing buildings

Article 4 ARCHITECTURAL FEES

4.01 Architectural Fee for Basic Services shall be Seven Point Five Percent (7.5%) of the final cost of construction for each phase

4.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment “A”.

4.03 Should the scope or design change after previous approvals have been granted, fees shall be adjusted for any additional work required by the Architect or its consultants.

Article 5 ARCHITECTURAL FEE PAYMENT

5.01 Fees for Basic Services shall be billed monthly based on the percentage of completion and shall be due and payable within thirty days of date of invoice.

5.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment “A” in addition to fees noted in Article 5.01 or at a negotiated lump sum fee.

5.03 Should the Project be canceled prior to completion, only the fees for services performed and reimbursable expenses accrued up to the time of Architect's receipt of written notice to cease work shall be due and payable.

5.04 Reimbursable Expenses and expenses pertaining to Additional Services shall be submitted in addition to the invoices for Basic Services.

Article 6 REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at one point one (1.1) times our cost in addition to the progress fee billings and include but are not necessarily limited to the following:

6.01 Cost of reproduction (prints, CAD plots and photocopies) as required to perform services. Cost of bid documents will be paid by contractors.

6.02 Mileage at current IRS rates.

6.03 Expenses of overtime work (1.5 times base hourly rate) if required and authorized in advance by the Owner.

Article 7 PROJECT SCHEDULE

We propose the following outline schedule:

7.01 We are prepared to commence immediately with the Programming and services related to Building B (Library Shell & Development Center).

7.02 We anticipate a 20-24 week schedule for preparation of construction documents on the initial phase (Building B).

7.03 Services shall include preparation of program, design and construction documents separately for each phase as required to construct each Phase.

7.04 Services for Buildings B, A and D shall occur sequentially as each building is vacated.

7.05 Services for 201 West Gray, Building C and General Site Work may run concurrently as they do not require vacation of a space or building.

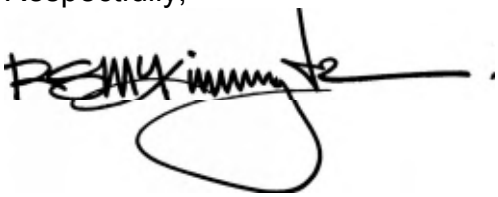
7.06 We recommend the City retain a **Construction Manager at Risk** for the entire Municipal Complex Renovation in order to enhance:

- Continuity between the phases
- Communication with the City
- Coordination and cost-control of sub-contractors
- Oversight of budget
- Overall control of the site

If you have any questions please advise. If this Proposal meets with your approval please execute and return one copy our records and we will enter into a ***Standard Form of Agreement for Architectural Services between Owner and Architect, AIA B*-101.** Also, within this document specific scope details will be further defined for each Phase.

We appreciate this opportunity to be of continued service to the City of Norman and look forward to assisting you with the Renovation of the Municipal Complex

Respectfully,



Richard S. McKinney, Jr., AIA
President

Encl: TMP Hourly Billing Rates

Approved:

_____
City of Norman Title

_____
Date

K-1819-99

Attachment A

THE MCKINNEY PARTNERSHIP ARCHITECTS

HOURLY BILLING RATES

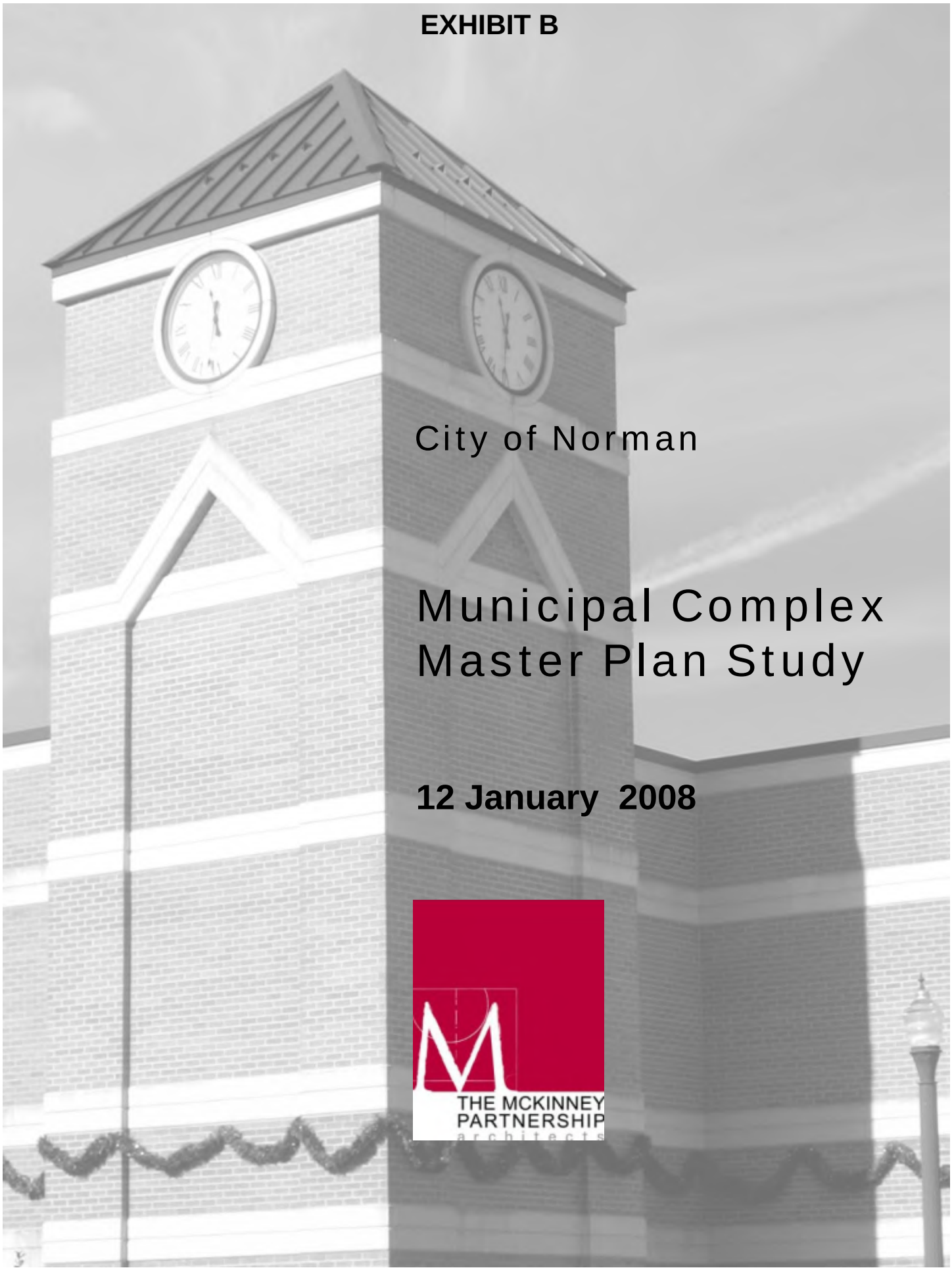
July 2018

Principal	$ 175.00
Senior Architect	$ 120.00 – 150.00
Project Architects	$ 90.00 – 110.00
Project Managers	$ 80.00 – 100.00
Project Staff	$ 60.00 – 80.00
Project Support Staff	$ 40.00 – 60.00
Administrative Staff	$ 50.00 – 75.00
Clerical	$ 30.00 – 50.00

Hourly rates may be adjusted without notice based upon annual employee reviews and salary adjustments.

K-1819-99

EXHIBIT B



City of Norman

Municipal Complex Master Plan Study

12 January 2008

THE MCKINNEY PARTNERSHIP
architects

K-1819-99

12 January 2008,

Mr. Steve Lewis
City Manager
City of Norman
201 West Gray
Norman, Oklahoma 73069

Re: Norman Municipal Complex
Phased Master Plan Study

Dear Mr. Lewis:

Per your request, I have prepared the following study for the above referenced project for the City of Norman. This phased master plan, or some combination of the various options, could be initiated by the proposed relocation of the Norman Public Library that is estimated to be completed by the fourth quarter of 2011.

The municipal complex presently totals 71,597 SF of municipal office space within Buildings 201, 201-A, 201-B and 201-C. In addition, the existing library (Building D) contains 50,912 SF including the main offices for the Pioneer Multi-County Library System. Please refer to the attached Existing Aerial Plan for a graphic presentation of the various departments and current layout within the Norman Municipal Complex. Also, please refer to the Space Utilization Study that outlines the existing, proposed, and planned space needs for the various options considered.

The existing municipal buildings are currently fully occupied with many departments severely overcrowded including the Municipal Court and Public Works. In a 2002 Municipal Court Space Needs Assessment Study prepared by our firm, it was determined that the functional needs of the court utilizing recommended space and security standards totaled 14,910 SF. The present court facility located within Building B is housed in only 3,706 SF. The efficiency, operation, confidentiality and, most importantly, security functions of the court are severely impacted and compromised.

Similarly, the density of staff and lack of space within the Public Works Division adversely affects the productivity and efficiency of that department.

3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
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In addition, several departments within the municipal complex have been remotely located due to growth or initial building design (Utilities, Parks & Recreation, and Building Maintenance). These services could be more integral to the municipal process if included with a proposed Development & Neighborhood Center.

Other uses considered for the backfill of the library building include the Senior Center with a proposed area need of 12,000 SF and a central Community Education office encompassing 1,200 SF.

Information for this study was assembled from existing GIS maps and plans, actual site studies, input from various City staff members, and consultation with Mike Tower, AIA.

The following options itemize in detail the phased construction proposed for the reallocation of space within buildings A, B, C, & D. In a third plan exhibit I have listed the other considerations that will need to be addressed if the bond issue does not pass.

OPTION A

Option A positions the Municipal Court in the vacated library building (Building D) and reflects an expansion of Building A to accommodate the increased space needs of Public Works and other municipal functions. Existing meeting space within Building D shall be maintained and potentially expanded for City and community use.

The following schedule of development describes the scope and earliest possible completion dates of each phase of Option A.

Option A - Phase I - April 2010

- Construct a 7,000 SF addition connecting Buildings A and C. Expansion for numerous departments would be possible within the connecting structure. In addition, a central reception point could be established to better assist and direct visitors.
- Construct interiors for this proposed Development & Neighborhood Center.

Option A, Phase II, - August 2011

- Complete new library at a location TBD
- Vacate public library building (D)

Option A, Phase III, Building D - December 2012

- Demolish 40,000 SF of interior space.
- Replace Roof , Add interior roof drains
- Replace HVAC
- Upgrade Electrical Service
- Upgrade Toilets and Plumbing
- Upgrade Exterior Entries
- Refurbish Meeting Space
- Relocate Municipal Court

- Construct Sally Port at SE corner for safe prisoner transfer
- Relocate Senior Center
- Relocate Building Maintenance
- Provide Parks & Recreation Storage Space
- Relocate Community Education
- Refurbish Truck Dock for use by Building Maintenance and Parks
- Construct Common Areas
- "Shell out" Undeveloped Space (Possible temporary storage)

Option A, Phase IV, Building B – March 2013
- Remodel vacated court space for expanded Police functions

Benefits of OPTION A
- Permanently relocates Municipal Court within existing City owned facilities at earliest possible date
- Building A & C functions remain in place and space constructed for expansion.

Drawbacks of OPTION A
- Increases prisoner transfer distance and exposure.
- Places municipal court users in same facility as Senior Center patrons.
- Necessitates expansion of Building A in order to unify and accommodate all development services.
- Existing library column spacing (25' on center) does not allow for the minimum recommended width of courtrooms (35' clear span).

OPTION B

Option B relocates the Municipal Court to Building A following the relocation of all departments presently located within Building A to Building D. Also included in the backfill of Building D are Utilities and Building Maintenance to form one unified Development & Neighborhood Center. Existing meeting space within Building D shall be maintained and potentially expanded for City and community use.

The following schedule of development describes the scope and completion date of each phase of Option B.

Option B, Phase I - Completion August 2011
- Complete new library at a remote location TBD
- Vacate public library building (D)

Option B, Phase II, Building D – December 2012
- Demolish 40,000 SF of interior space.
- Replace Roof , Add internal roof drains
- Replace HVAC
- Upgrade Electrical Service
- Upgrade Toilets and Plumbing
- Upgrade Exterior Entries
- Refurbish Meeting Space

- Relocate Departments from Building A
- Relocate Utilities
- Relocate Senior Center
- Relocate Building Maintenance
- Relocate Community Education
- Refurbish Truck Dock
- Construct Common Areas
- "Shell out" Undeveloped Space

Option B, Phase III – December 2013
- Relocate Municipal Court to Building A
- Construct new Sally Port at north side of Building A for prisoner transfer.

Option B, Phase IV – April 2014
- Remodel vacated court space for expanded Police functions

Benefits of OPTION B
- Creates a unified Development & Neighborhood Center within existing building space.
- Allows for the court to be freestanding in the building nearest the police station.
- Minimizes prisoner transfer distance and best isolates contact with public and traffic.
- Negates the need to expand Building A.
- Totally separates Municipal Court from Senior Center.

Drawbacks of OPTION B
- Extends permanent court completion date by approximately 12 months.

ADDITIONAL COMMENTS

- Building Maintenance, Parks & Recreation storage and the Senior Center can utilize the existing southwest truck dock of Building D for delivery and storage of materials.

- In order for the Municipal Court to be classified as a "Court of Record", minimum standards have been included in the proposed court square footage to allow for permanent record filing of its' proceedings.

- With the acquisition of the Smalley Center on Lindsay Street, certain functions of the Police Department may be relocated which could temporarily open up Police space for the Municipal Court needs until the new court space is constructed. Also, temporary court space may be considered in portable buildings that could be located in the parking lot north of the court.

- A new roof with tapered roof insulation and internal roof drains are required for Building D similar to the work that has already been performed on buildings A & B and as planned for Building C in 2008.

- New mechanical system, electrical service upgrade, and plumbing service upgrade are required. The mechanical system for Building A has already been upgraded and is scheduled for Building C this year.

- 522 parking spaces (ratio of 1:234 GSF) are evenly distributed throughout the complex. If additional parking is required, sub-grade storm detention could be installed immediately east of Building A beneath new surface parking. This would create an additional 49 spaces in close proximity to the court location shown in Option B.

- Administration, HR, Finance, or Parks & Recreation may expand into the Building C space vacated by Utilities.

- Up to 8159 SF in Building D may be left undeveloped to allow for future storage or expansion in Option A (1259 SF in Option B).

- A municipal and community video production studio could be considered in Building D in the future.

- Exterior improvements to the entries of Building A, C, and D are proposed to make all the municipal buildings more aesthetically cohesive, more compatible with Building 201, and to clearly identify the entry points to all facilities.

- Cost estimates do not include design fees or furniture, fixtures & equipment (FF&E) for the reallocated or new space.

Other Considerations

If the bond issue does not pass, the following describes the outstanding issues that need to be addressed including upgrades to the existing library, expansion space for city staff, and the construction of the Municipal Court Facility.

<u>Construction of City Library Upgrades</u>

- Replace Roof , Add internal roof drains
- Replace HVAC
- Upgrade Electrical Service
- Upgrade Toilets and Plumbing
- Upgrade Exterior Entries
- Refurbish Meeting Space

<u>Construction of new Municipal Court</u>

- Purchase site for new Municipal Court – Site TBD
- Construct new Municipal Court

<u>Construction of expansion space for Municipal Offices</u>

- Construct 7,000 SF addition connecting Buildings A and C. Expansion for numerous departments would be possible within the connecting structure In addition, a central reception point could be established to better assist and direct visitors.
- Construct interiors for Development & Neighborhood Center in this addition

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CONCLUSION

While Option A allows for the relocation of the Municipal Court at an earlier date, Option B better utilizes the space that is available in all the buildings and no additional building shell space is required to accommodate the reallocation of space. Furthermore, Option B isolates the municipal court from all other building functions while keeping it closest to the Police building.

Preliminary cost estimates for all options and other consideration based on square foot costs are as follows:

Option A	$10,874,971.00
Option B	$11,145,771.00
Other Considerations	$10,653,940.00

An annual inflation rate of 9% has been factored into the cost estimates for each phase. Cost estimates do not include design fees or furniture, fixtures & equipment (FF&E). Following discussion by City Council, a revised phased master plan can be developed along with a more detailed preliminary cost estimate of the option selected.

In an effort to expedite each phase, the intent would be for all design, permitting and bidding to be complete with construction prepared to commence immediately upon the completion of each preceding phase.

We appreciate this opportunity to be of continued assistance to the City of Norman and await further direction as how to proceed. Please advise if we can offer additional information or answer any questions.

Respectfully

Richard S. McKinney, Jr. AIA

Enclosures

CITY OF NORMAN

MUNICIPAL COMPLEX PHASED MASTER PLAN

Space Utilization Study

12 January 2008

Location	Building / Area Designation	Existing SF	Proposed SF	OPTION A	OPTION B
201 West Gray					
1	City Manager / City Clerk	3,324	3,324	3,324	3,324
2	Legal	2,233	2,427	2,427	2,427
3	Public Works	194	0	0	0
4	Meeting Rooms	5,054	5,054	5,054	5,054
5	Common Areas	5,247	5,247	5,247	5,247
6	Building Services	2,012	2,012	2,012	2,012
Total Square Footage		**18,064**		**18,064**	**18,064**
201 - A West Gray					
1	Public Works	3,101	6,200	6,200	0
2	GIS	992	1,200	1,200	0
3	Code Compliance / Revitalization	1,897	2,200	2,200	0
4	Building Permits	2,027	2,600	2,600	0
5	Current Planning & Administration	771	1,000	1,000	0
6	Meeting Rooms	1,113	1,800	1,800	0
7	Common Areas	3,533	3,533	3,533	0
8	Building Services	1,154	1,154	1,154	0
9	Municipal Court	0	0	0	14,138
10	Sally Port	0	0	0	450
11	Undeveloped Space	0	2,000	0	
Total Square Footage		**14,588**		**19,687**	**14,588**

201 - B West Gray		Existing	Proposed	Option A	Option B
1	Municipal Court	3,706	14,588	0	0
2	Police (first floor only)	15,343	19,049	19,049	19,049
3	Common Areas / Building Services	1,404	1,404	1,404	1,404
Total Square Footage		**20,453**		**20,453**	**20,453**

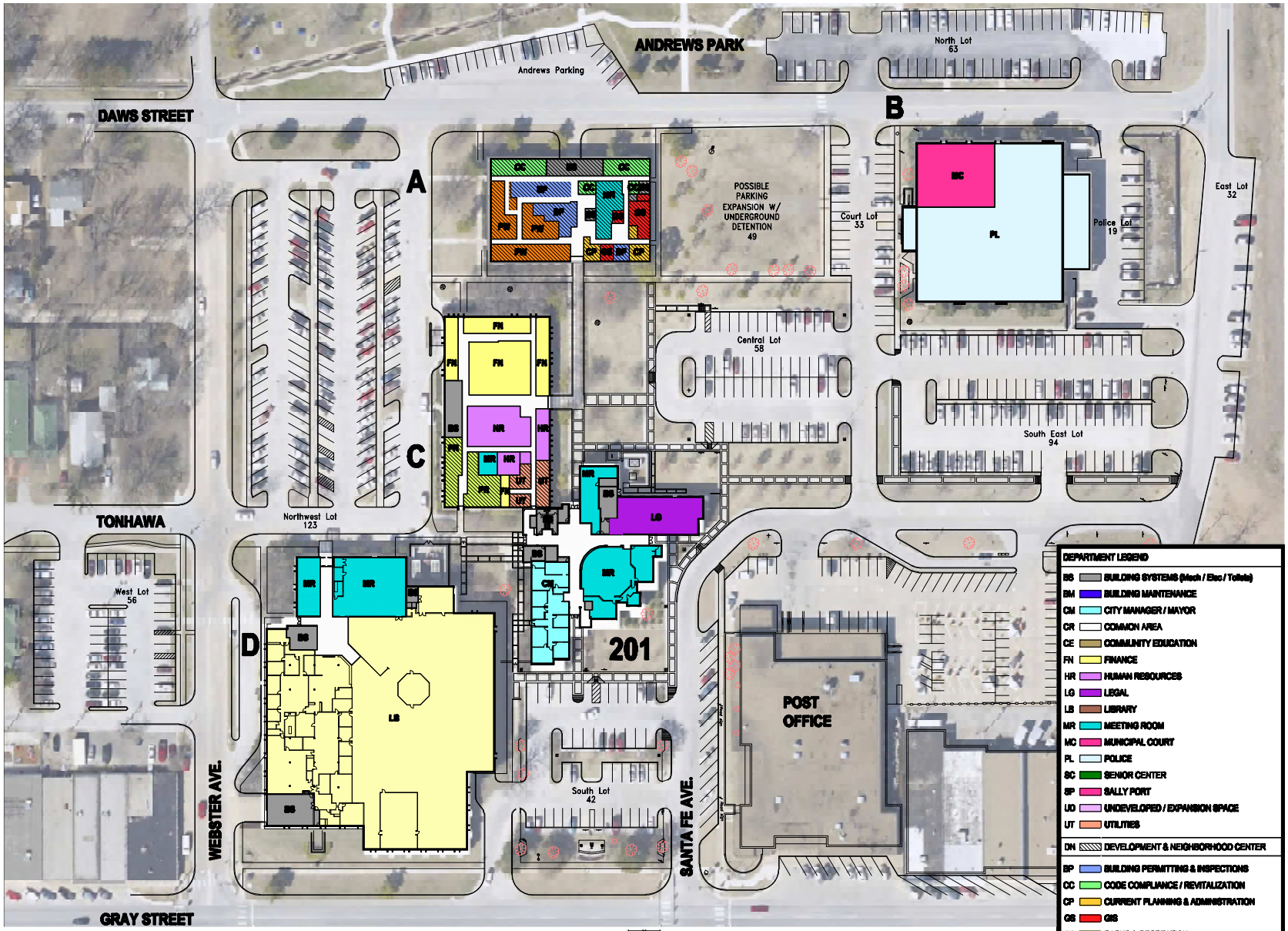
201 - C West Gray					
1	Finance	5,636	6,000	6,000	6,000
2	Parks & Recreation	2,525	2,900	2,900	2,900
3	Human Resources	2,417	2,700	2,700	2,700
4	Utilities	1,813	2,100	2,100	0
5	Meeting Rooms	1,241	1,900	1,830	1,830
6	Common Areas	3,986	3,986	3,986	3,986
7	Building Services	874	874	874	874
8	Expansion Space	0		0	2,100
Total Square Footage		**18,492**		**20,390**	**20,390**

201 - D West Gray					
1	Library Offices	5,636		0	0
2	Library Meeting Space	7,093		7,093	7,093
3	Library Open Area	36,823		0	0
4	Enclosed Truck Dock	1,360		1,360	1,360
5	Senior Center			12,000	12,000
6	Parks & Recreation			300	300
7	Building Maintenance			1,300	1,300
8	Community Education			1,200	1,200
9	Municipal Court			14,450	0
10	Sally Port			450	0
11	Development & Neighborhood Center			0	21,800
12	Common Areas			3,600	3,600
13	Building Services			1,000	1,000
14	Undeveloped Space			8,159	1,259
Total Square Footage		**50,912**		**50,912**	**50,912**

Building Maintenance	Currently Remote	Existing	Proposed	Option A	Option B
1	Offices		500		
2	Storage		800		
3	Vehicles		Off Site		
Total Square Footage			**1,300**		

Senior Center	Currently Remote		
1	Entry Foyer		150
2	Office / Copy / Files	252	340
3	Kitchen	108	200
4	Break Area	45	150
5	Small Activity Area	819	1,000
6	Medium Activity Area	1,275	1,800
7	Large Activity Area	0	2,400
8	Multi-Purpose Room	553	800
9	Art Room	977	1,400
10	Art Storage	224	500
11	Art Storage	208	500
12	Art Storage	72	0
13	Kiln Room	120	200
14	Meeting Room	475	500
15	General Storage		600
	Sub-Total	**5,128**	**10,540**
	Toilets		360
	MEP		Bldg Core
	Circulation / Common Areas		1,100
	Sub-Total		**1,460**
Total Square Footage			**12,000**

Community Education		Existing	Proposed	Option A	Option B
1	Offices (2)		300		
2	Storage (2)		400		
3	Study Rooms		300		
	Sub-Total		**1,000**		
	Toilets		Bldg Core		
	MEP		Bldg Core		
	Circulation		200		
	Sub-Total		**200**		
Total Square Footage			**1,200**		



EXISTING - MUNICIPAL COMPLEX PLAN

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DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR
CR	COMMON AREA
CE	COMMUNITY EDUCATION
FN	FINANCE
HR	HUMAN RESOURCES
LG	LEGAL
LB	LIBRARY
MR	MEETING ROOM
MC	MUNICIPAL COURT
PL	POLICE
SC	SENIOR CENTER
SP	SALLY PORT
UD	UNDEVELOPED / EXPANSION SPACE
UT	UTILITIES
DN	DEVELOPMENT & NEIGHBORHOOD CENTER
BP	BUILDING PERMITTING & INSPECTIONS
CC	CODE COMPLIANCE / REVITALIZATION
CP	CURRENT PLANNING & ADMINISTRATION
GS	GIS
PR	PARKS & RECREATION
PW	PUBLIC WORKS & ENGINEERING

THE McKINNEY PARTNERSHIP
architects
3820 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8897 f
tmparch.com

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Project:

Norman Municipal Complex

Phased Master Plan

Issue Date:
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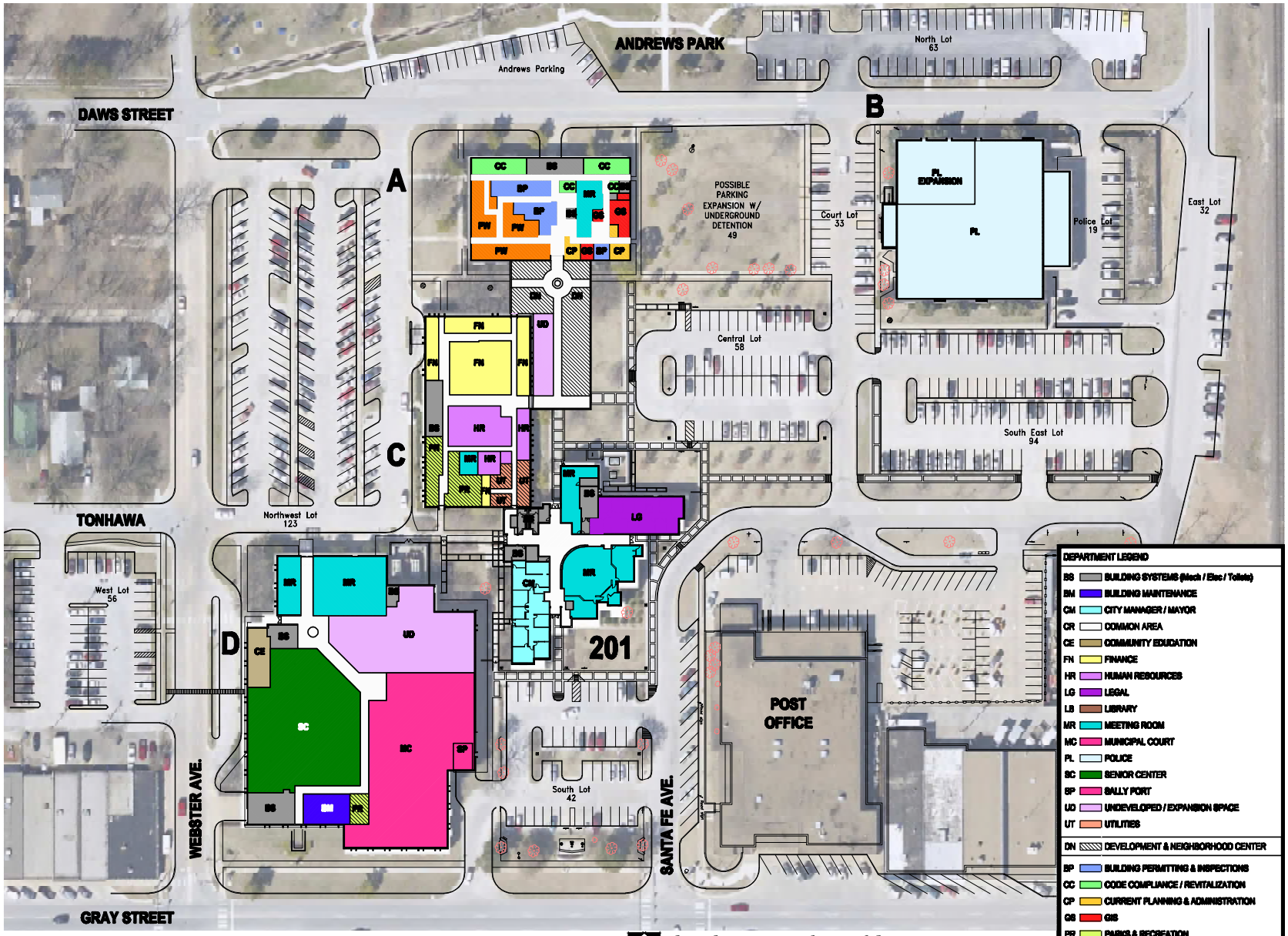

OPTION A - MUNICIPAL COMPLEX PLAN

1:40

DEPARTMENT LEGEND

BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR
CR	COMMON AREA
CE	COMMUNITY EDUCATION
FN	FINANCE
HR	HUMAN RESOURCES
LG	LEGAL
LB	LIBRARY
MR	MEETING ROOM
MC	MUNICIPAL COURT
PL	POLICE
SC	SENIOR CENTER
SP	SALLY PORT
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UT	UTILITIES
DN	DEVELOPMENT & NEIGHBORHOOD CENTER
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CP	CURRENT PLANNING & ADMINISTRATION
GS	GIS
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THE McKINNEY PARTNERSHIP
architects
3625 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8897 f
tmparch.com

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Norman Municipal Complex
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Sheet Title:
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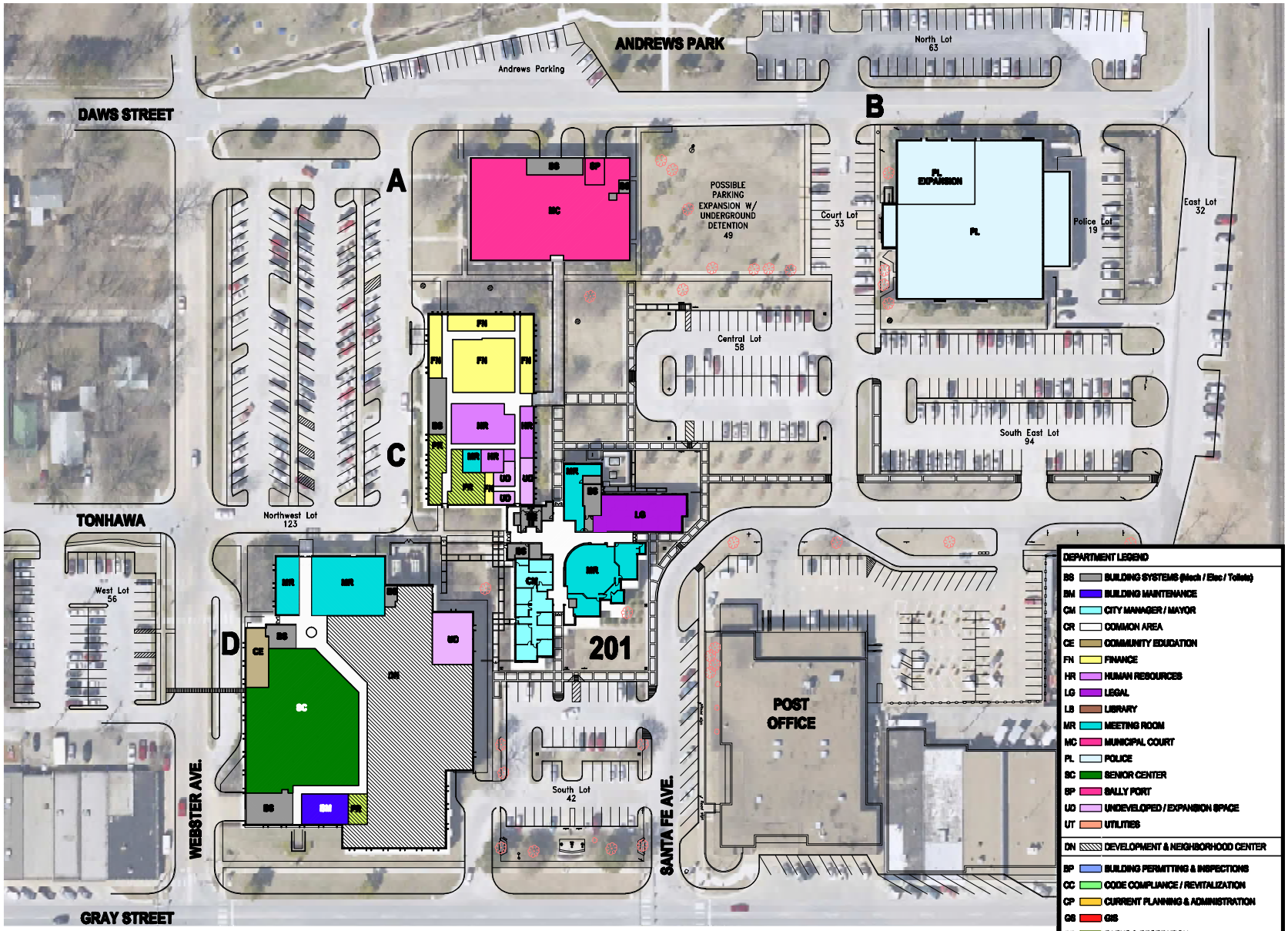
OPT-A



OPTION B - MUNICIPAL COMPLEX PLAN

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DEPARTMENT LEGEND

BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR
CR	COMMON AREA
CE	COMMUNITY EDUCATION
FN	FINANCE
HR	HUMAN RESOURCES
LG	LEGAL
LB	LIBRARY
MR	MEETING ROOM
MC	MUNICIPAL COURT
PL	POLICE
SC	SENIOR CENTER
BP	SALLY PORT
UD	UNDEVELOPED / EXPANSION SPACE
UT	UTILITIES
DN	DEVELOPMENT & NEIGHBORHOOD CENTER
BP	BUILDING PERMITTING & INSPECTIONS
CC	CODE COMPLIANCE / REVITALIZATION
CP	CURRENT PLANNING & ADMINISTRATION
GIS	GIS
PR	PARKS & RECREATION
PW	PUBLIC WORKS & ENGINEERING

THE McKINNEY PARTNERSHIP
architects
2625 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8897 f
tmparch.com

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OPT-B

CITY OF NORMAN

MUNICIPAL COMPLEX PHASED MASTER PLAN

Preliminary Cost Estimate

12 January 2008

OPTION A

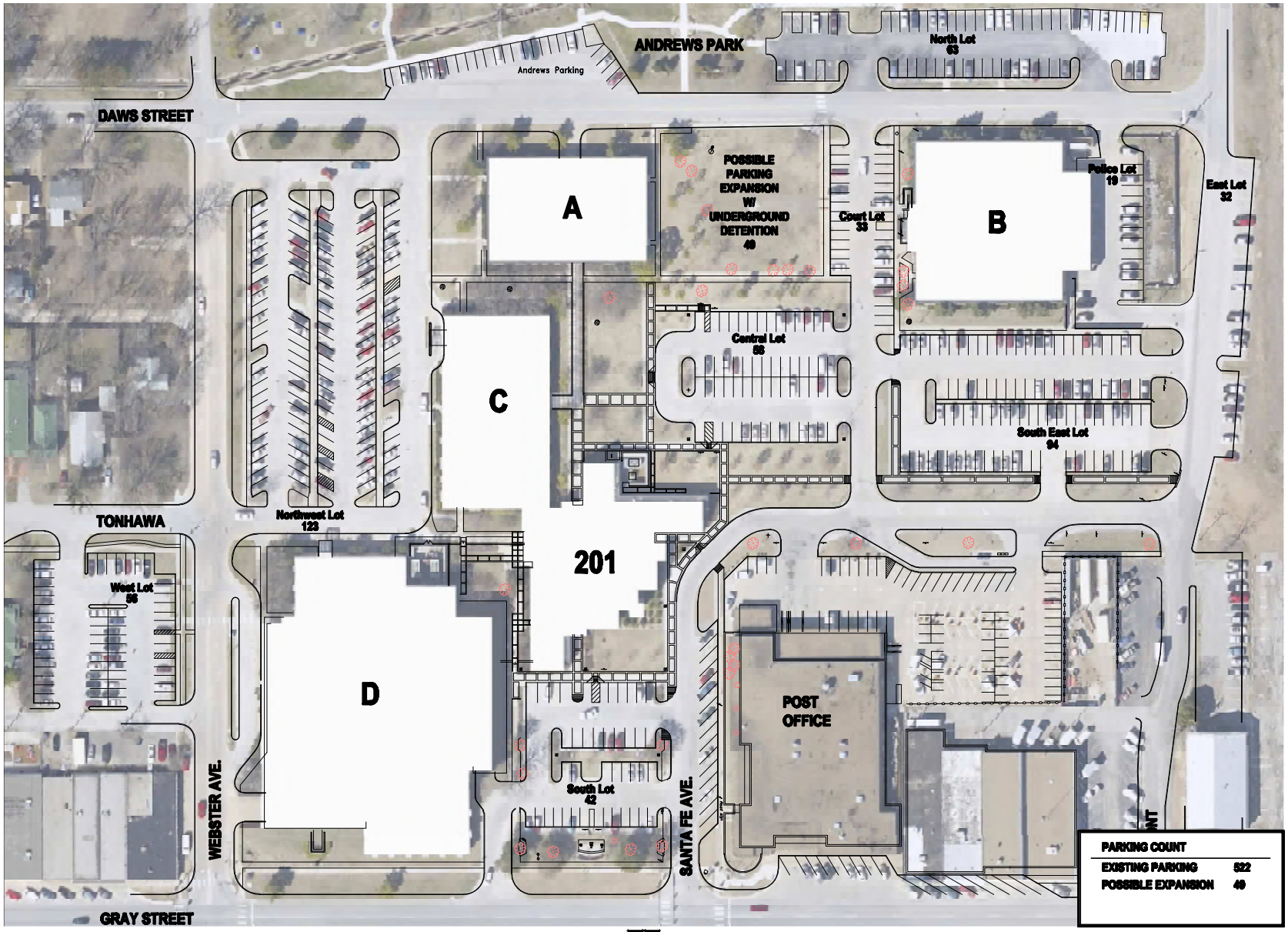
PHASE	SCOPE	SQ FT	COST / SF	INFLATION FACTOR (9% per YR)	ESTIMATED COST
PHASE I - BUILDING A	**Development & Neighborhood Center**				
Start: April 2010	Construct Building A Shell	7,000	$140.00	1.20	$1,176,000.00
Finish: August 2011	Construct Building A Interiors	7,000	$70.00	1.20	$588,000.00
	PHASE I SUBTOTAL				**$1,764,000.00**
PHASE II - VACATE BUILDING D					
August 2011	No work				$0.00
	PHASE II SUBTOTAL				**$0.00**
PHASE III - BUILDING D					
Start: August 2011	Demolish Library Interior	40,000	$4.00	1.33	$212,800.00
Finish: December 2012	Replace Roof / Add Drains	50,912	$12.00	1.33	$812,555.52
	Replace HVAC	50,912	$30.00	1.33	$2,031,388.80
	Upgrade Electrical	50,912	$3.00	1.33	$203,138.88
	Upgrade Toilets / Plumbing	1,000	$150.00	1.33	$199,500.00
	Update Exterior Entries	Allow		1.33	$350,000.00
	Refurbish Meeting Space	7,093	$35.00	1.33	$330,179.15
	Court Space / Sally Port	14,900	$140.00	1.33	$2,774,380.00
	Senior Center	12,000	$70.00	1.33	$1,117,200.00
	Parks and Recreation	300	$65.00	1.33	$25,935.00
	Building Maintenance	1,300	$60.00	1.33	$103,740.00
	Community Education	1,200	$70.00	1.33	$111,720.00
	Truck Dock	1,360	$10.00	1.33	$18,088.00
	Common Areas / Building Services	4,600	$90.00	1.33	$550,620.00
	Undeveloped Space	8,159	$10.00	1.33	$108,514.70
	PHASE III SUBTOTAL	**50,912**			**$8,949,760.05**
PHASE IV - BUILDING B					
Start: December 2012	Remodel vacant Court Space	3,706	$30.00	1.45	$161,211.00
Finish: March 2013					
	PHASE IV SUBTOTAL				**$161,211.00**
	OPTION A - PRELIMINARY ESTIMATE TOTAL				**$10,874,971.05**

OPTION B

PHASE	SCOPE	SQ FT	UNIT COST	INFLATION FACTOR	ESTIMATED COST
PHASE I - VACATE BUILDING D					
August 2011	No Work				$0.00
	PHASE I SUBTOTAL				**$0.00**
PHASE II - BUILDING D					
Start: August 2011	Demolish Library Interior	40,000	$4.00	1.33	$212,800.00
Finish: December 2012	Replace Roof / Add Drains	50,912	$12.00	1.33	$812,555.52
	Replace HVAC	50,912	$30.00	1.33	$2,031,388.80
	Upgrade Electrical	50,912	$3.00	1.33	$203,138.88
	Upgrade Toilets / Plumbing	1,000	$150.00	1.33	$199,500.00
	Update Exterior Entries	Allow		1.33	$250,000.00
	Refurbish Meeting Spaces	7,093	$35.00	1.33	$330,179.15
	Neighborhood & Development Center	21,800	$70.00	1.33	$2,029,580.00
	Senior Center	12,000	$70.00	1.33	$1,117,200.00
	Parks and Recreation	300	$65.00	1.33	$25,935.00
	Building Maintenance	1,300	$60.00	1.33	$103,740.00
	Community Education	1,200	$70.00	1.33	$111,720.00
	Truck Dock	1,360	$10.00	1.33	$18,088.00
	Common Areas	4,600	$90.00	1.33	$550,620.00
	Undeveloped Space	1,259	$10.00	1.33	$16,744.70
	PHASE II SUBTOTAL	**50,912**			**$8,013,190.05**
PHASE III - BUILDING A					
Start: December 2012	Court Space / Sally Port	14,588	$140.00	1.45	$2,961,364.00
Finish: December 2013					
	PHASE III SUBTOTAL				**$2,961,364.00**
PHASE IV - BUILDING B					
Start: December 2013	Remodel vacant Court space	3,706	$30.00	1.54	$171,217.20
Finish: April 2014					
	PHASE IV SUBTOTAL				**$171,217.20**
	OPTION B - PRELIMINARY ESTIMATE TOTAL				**$11,145,771.25**

OTHER CONSIDERATIONS

PHASE	SCOPE	SQ FT	UNIT COST	INFLATION FACTOR	ESTIMATED COST
CONSTRUCT LIBRARY UPGRADES	**Similar to Buildings A, B, &C**				
Start: January 2010	Replace Roof / Add Drains	50,912	$12.00	1.18	$720,913.92
Finish: January 2011	Replace HVAC	50,912	$30.00	1.18	$1,802,284.80
	Upgrade Electrical	50,912	$3.00	1.18	$180,228.48
	Upgrade Toilets / Plumbing	1,000	$150.00	1.18	$177,000.00
	SUBTOTAL				**$2,880,427.20**
NEW MUNICIPAL COURT	**Site TBD**				
Start: January 2010	Land Purchase (Estimate Price)	98,010	$10.00	1.18	$1,156,518.00
Finish: August 2011	Construct Municipal Court	14,910	$275.00	1.18	$4,838,295.00
	SUBTOTAL				**$5,994,813.00**
EXPANSION OF MUNICIPAL OFFICES	**Buildings A & C**				
Start: April 2010	Construct Building Shell	7,000	$140.00	1.21	$1,185,800.00
Finish: August 2011	Construct Building Interiors	7,000	$70.00	1.21	$592,900.00
	SUBTOTAL				**$1,778,700.00**
	OTHER CONSIDERATIONS - PRELIMINARY ESTIMATE TOTAL				**$10,653,940.20**



PARKING COUNT	
EXISTING PARKING	522
POSSIBLE EXPANSION	49

PARKING - MUNICIPAL COMPLEX PLAN

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THE MCKINNEY PARTNERSHIP
architects
3626 West Main
Suite 209
Norman, Oklahoma
73072
405.360.1400 p
405.364.8897 f
tmparch.com

Seal:

Project:

Norman Municipal Complex
Phased Master Plan

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0808MMP

Sheet Title:
MUNICIPAL COMPLEX PLAN

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PRKG

EXHIBIT C

THE MCKINNEY PARTNERSHIP
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15 September 2015

City Manager
City of Norman
201 West Gray
Norman, Oklahoma 73069

Re: Norman Municipal Complex
UPDATED Space Utilization Study

Dear Mr. Lewis:

Per your request, I have prepared the attached UPDATED Space Utilization Study for the City of Norman Municipal Complex. The Projects included align with those approved in the 2008 Bond Issue along with several Optional Projects for consideration. The intent of this Space Utilization Study was to:

- Determine the current and long-term space and staffing needs for each Department
- Determine the optimal reconfiguration of space within the Municipal Complex
- Refine the estimated costs for the proposed work in relation to the approved 2008 Bond funding

The Municipal Complex presently totals 128,094 SF of office and library space within Buildings 201, A, B, C and D. Please refer to the attached Current Municipal Complex Aerial Plan for a graphic view of the various buildings, areas and current layout within the Norman Municipal Complex. Also refer to the attached Space Utilization Study that itemizes the existing and proposed space needs for the various departments and options being considered.

All existing municipal space is currently fully occupied with many departments severely overcrowded including the Public Works and Planning. In 2008 a temporary modular building was attached to the Municipal Court to provide essential space. Also, in 2012, a partial renovation on Building A was carried out to temporarily improve the space needs and overcrowding of the Public Works and Planning Departments. Additional documentation from meetings with Departmental Directors is included to further define the needs and space requirements for the overall Complex.

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PROPOSED PHASED MASTER PLAN

After the Library is vacated, all departments presently located within Building A plus Utilities shall be relocated to Building D. Also considered within Building D is a new Senior Citizen's Center. The Municipal Court and Finance will be moved to Building A followed by the expansion of the Police Department into the vacated Court space. Please refer to the attached Existing and Proposed diagrams of each building for a graphic representation of the Master Plan.

CONSTRUCTION COST ESTIMATE

The Bond Issue of 2008 approved approximately $11,200,000 for the projects described in the Master Plan. Please refer to the attached Preliminary Cost Estimate totaling $10,790,654 for the authorized Bond Projects plus an additional $824,000 for Optional Projects including additional parking and modifications to the Administration Department in Building 201. While the Cost Estimate is a simplified summary, a detailed breakout of costs is prepared and available. Since the build-out of the Phased Master Plan would commence late 2018 following the completion of the proposed new Library, annual inflation costs have also been factored into the estimate.

ADDITIONAL COMMENTS

- Parks & Recreation, if relocated per the Option Plan to Building D, can utilize half of the existing southwest truck dock for delivery and storage of recreational materials.

- A 20,600 SF Senior Center is considered for Building D under the approved Bond funding. The Norman Forward initiative also allows for alternate sites to be considered prior to selection of a final location. The Option Cost Estimate reflects the Senior Center

- The Municipal Court has no imminent plans to be classified as a "Court of Record", but growth space is allowed into the proposed Finance space if required. Finance would then be relocated to the growth space within Building D.

- A new roof has been installed on Building D which completes the reroof of the entire Municipal Complex.

- Mechanical systems have been upgraded in all the buildings. A plumbing upgrade is required with new toilet facilities in Building D.

- 450 existing parking spaces (a ratio of 1 space per 284 GSF) are evenly distributed throughout the complex but this does not meet the demands of the Complex. Please refer to the enclosed Municipal Complex Parking Master Plan that presents options for an additional 240 parking spaces in and around the Municipal Complex. This would greatly relieve the parking issues that occur with each Municipal Court session.

We appreciate this opportunity to be of continued assistance to the City of Norman and await further direction as how to proceed. Please advise if we can offer additional information or answer any questions.

Respectfully,

Richard S. McKinney, Jr., AIA
President

Attachments

Memo

To: City of Norman Space Utilization Study

From: Rick McKinney

CC: Project File

Date: 30 June, July 1

Re: Space Assessment Meetings with Departments

Jud Foster and I met with the Directors of all the Departments located within the Municipal Complex June 30 and July 1

The intent in these initial meetings was to:

- Review the current space utilization and Layout of each department.
- Discuss what may not be functional within the current Department
- Discuss immediate and long term needs for department and staffing.
- Discuss proximity needs with other departments and the Public
- Review any exterior needs that may affect the department or building

The following scope of needs was discussed:
Note: Areas with an asterisk (*) DO NOT include circulation.

LEGAL DEPARTMENT – 201 W GRAY

City Attorney – Jeff Bryant

Current Department Area	3,045 sf
Projected Department Area	3,045 sf

- Current space is satisfactory.
- To remain in 201 W Gray for proximity to City Manager and Mayor
- One vacant office and another utilized by the Retail Marketing Coordinator
- Noted that the linear meeting space west of Legal could be subdivided into offices as it is currently not effective as a meeting space. These offices would be accessible thru a new corridor of the main building lobby.

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CITY OFFICES – 201 W GRAY

City Manager – Steve Lewis
Mayor – Cindy Rosenthal
City Clerk – Brenda Hall

Current Department Area	3,488 sf
Projected Expansion	4,855 sf (Office Build-out)

- Space is fully occupied with no room for expansion
- Privacy / Security is a concern
- Need Customer Counter for license renewal with a seasonal demand every year. Possible walk up window in building lobby to eliminate traffic during renewal periods.
- City Manager and Mayor are “exposed” at front of building – security concerns
- Possibly reconfigure reception area so offices are not fully exposed to lobby distractions
- Rolling Storage is full and a scan / file program is in place
- Need fireproof record storage for meeting minutes (Use portion of existing storage)
- Upstairs "L" shaped Storage area is filling up
- Mech / Elec / It / Roof Systems are satisfactory
- Council Chambers – No requests
- Study Session Room is too small and often overcrowded-expand or reduce table size?
- Multi-Purpose Room is too linear for effective use... Convert to more usable office space

POLICE DEPARTMENT – BUILDING B

Chief Keith Humphrey

Current Area	19,400 sf (16,106 sf + 3,294 sf basement)
Projected Expansion	23,174 sf (19,880 sf + 3,294 sf basement)

- Inadequate office space now in building. No room for growth with current layout
- Originally designed for 100 employees, presently a staff of 237 plus 13 incoming. 175 now work outside of Police headquarters
- EOC to be relocated from basement by 2018
- Detailed space study needed for entire Police building. Need to reconfigure space for efficiency.
- Basement is not ADA compliant, proposed as back up facility for tech equipment or storage
- CID, Property / Evidence, Crime Lab, Investigations have moved to NIC on Lindsey Street
- Additional expansion space is available at Lindsey Street
- CID in Police Building was converted to Patrol Briefing Room-functions better now. Requested south entry / exit to vehicle parking lot.
- Need space for large meeting room and offices
- Crime Lab space was converted to Crime Analyst space
- Consider adding entry to south side of building into Briefing Room.
- Need to expand locker room space for female officers
- Need community space for public functions-no space to interact with public
- Not interested in keeping modular building extension...could be moved away.
- Administration area needs to be reworked

Site Comments

- Suggest modifying parking lot east and south of Building B. Desire to close off L-shaped parking to south and east. Close off west entry, add 2-way gate at east entry, add exit-only gate at north entry drive, close of second entry drive to east
- Possibly enclose east courtyard for additional space. Note: existing subgrade tank may be present?
- Parking is an issue and limited (staff and patrol cars).
- Will regain parking after removal of modular court buildings (5 spaces)
- Question: Can parking leased by the Post Office in the southern half of lot south of Building B be recaptured?

MUNICIPAL COURT – BUILDING B

Court Clerk – Rhonda Guerrero

Current Area	6,174 sf
Projected Relocation Area	8,885 sf (Building A)

- No current movement or requirement for transition to a Court of Record (COR), but Norman population is large enough to qualify. Court of Record status would require additional staff, facilities, judge and cost. Allows for some appeals. Also provides a higher level of customer service and care. Space could be allocated if future transition occurs for a COR
- Current area is sufficient, but need an office for City Attorney and Community Service Coordinator (currently located in the modular building).
- Need three (3) holding cells for prisoner transfer
- Need separate Juvenile Court Room of same size and capacity with support offices.
- Video arraignment with County Jail is working very well.
- Security improvement required as metal detection process is not secure, in & out traffic is not able to be monitored
- 4 Court sessions per week now, 124 dockets per year
- Court room seats 75 now which is appropriate size for both court rooms
- Parking is very crowded on court dates
- ADA compliance and ease of accessibility is critical

UTILITIES – BUILDING C

Director – Ken Komiske

Current Area	1,259 sf *
Projected Relocation Area	Part of Development Center

- Part of the proposed Development Services Center near Public Works & Planning
- Need additional offices for expansion, engineer
- Relocate near Public Works
- Current space is full with small offices
- Request meeting room
- Need additional space for file storage

HUMAN RELATIONS – BUILDING C

Director – Gayla Hicks

Current Area	3,889 sf *
Projected Area	5,487 sf *

- Currently have one open office
- Will need office space for Recruiter and Risk Manager
- Confidentiality is an issue, Request glass partitions
- Testing room is also used for Applications and Meetings
- Training is done on-line and in-house
- Police should have their own separate Training / Computer Room @ NIC
- Computer Lab is used frequently by entire campus
- Need larger Training Room space-large groups
- NE office has loud "hum" from electrical panel
- High demand for parking
- Remodel Toilet Rooms for ADA compliance
- Require additional accessible storage space

FINANCE – BUILDING C

Director – Anthony Francisco

Current Area	3,912 sf *
Projected Area	5,403 sf (Relocate to Building A)

- Current space is full and Department is down six positions
- Potential to add office for City Auditor position (@ Finance or City Offices -201)
- Need two (2) offices for Capital Budget positions
- Need privacy walls for Customer Service Reps
- Need better security , have had issues with public that would be better served in private
- Storage and meeting space is at a premium
- Need conference room
- Request updated building restrooms

INFORMATION TECHCHNOLOGIES – BUILDING C

Director – Tim Powers; Network Manager - Kari Madden

Current Area	2,581 sf *
Projected Area	3,803 sf *

- Plan to add one person (work station) in Data Center
- IT to remain in Building C - would be cost prohibitive to relocate Data Center
- Need to keep Work Group together in one location, not split to EOC
- Concerned about security–should not be accessible by general public
- Need meeting space for Group (12-13 people)
- Need better separation / privacy between work stations
- Request a Holding Area
- Need small meeting space for vendors
- CRAC units are cooling well (2) but Data Center needs improved air flow / hot return
- Request a better central building break room and additional storage

PARKS & RECREATION – BUILDING C

Director – Jud Foster

Current Area	2,224 sf *
Projected Area	2,788 sf * (Option: 4,591 sf near Truck Dock, Building D)

- Current space is sufficient
- Presently have one extra office – will accommodate Forester position if added
- Need additional accessible storage for sports & event equipment
- Need additional file storage area
- P&R requires a lot of public access and location closer to entry would help
- Possibly relocate adjacent to Library dock for equipment storage and distribution. Also allows P&R to manage / monitor Senior Resource Center.

PUBLIC WORKS – BUILDING A

Director – Shawn O'Leary

Current Area	3,496 sf *
Projected Relocation Area	Part of Development Center

- Part of the proposed Development Services Center near Planning & Utilities
- Current space is maxed out – no room for staff expansion
- Plan reviewer to be added soon.
- Storm Water Project will require 4-5 additional staff
- Building A renovation is Functioning well – customer service area much improved
- Need more storage area for plans / files / rolling files
- Plan storage
- Parking is an issue

PLANNING – BUILDING A

Director – Susan Connors

Current Area	5,176 sf *
Projected Relocation Area	Part of Development Center

- Part of the proposed Development Services Center near Public Works & Utilities
- Plan Reviewer has recently been hired
- Need additional space for new Building Inspectors and Code Officers (TBD)
- No vacant space for staff expansion

SENIOR CITIZEN'SCENTER

Director: Sandi Lasseter

Current Area	8,000 sf (Remote)
Projected Relocation Area	20,600 sf (Library location or at different site)

DEVELOPMENT CENTER

Director: Shawn O'Leary, Susan Connors

Current Area	14,288 sf
Projected Relocation Area	21,000 sf (Building D)

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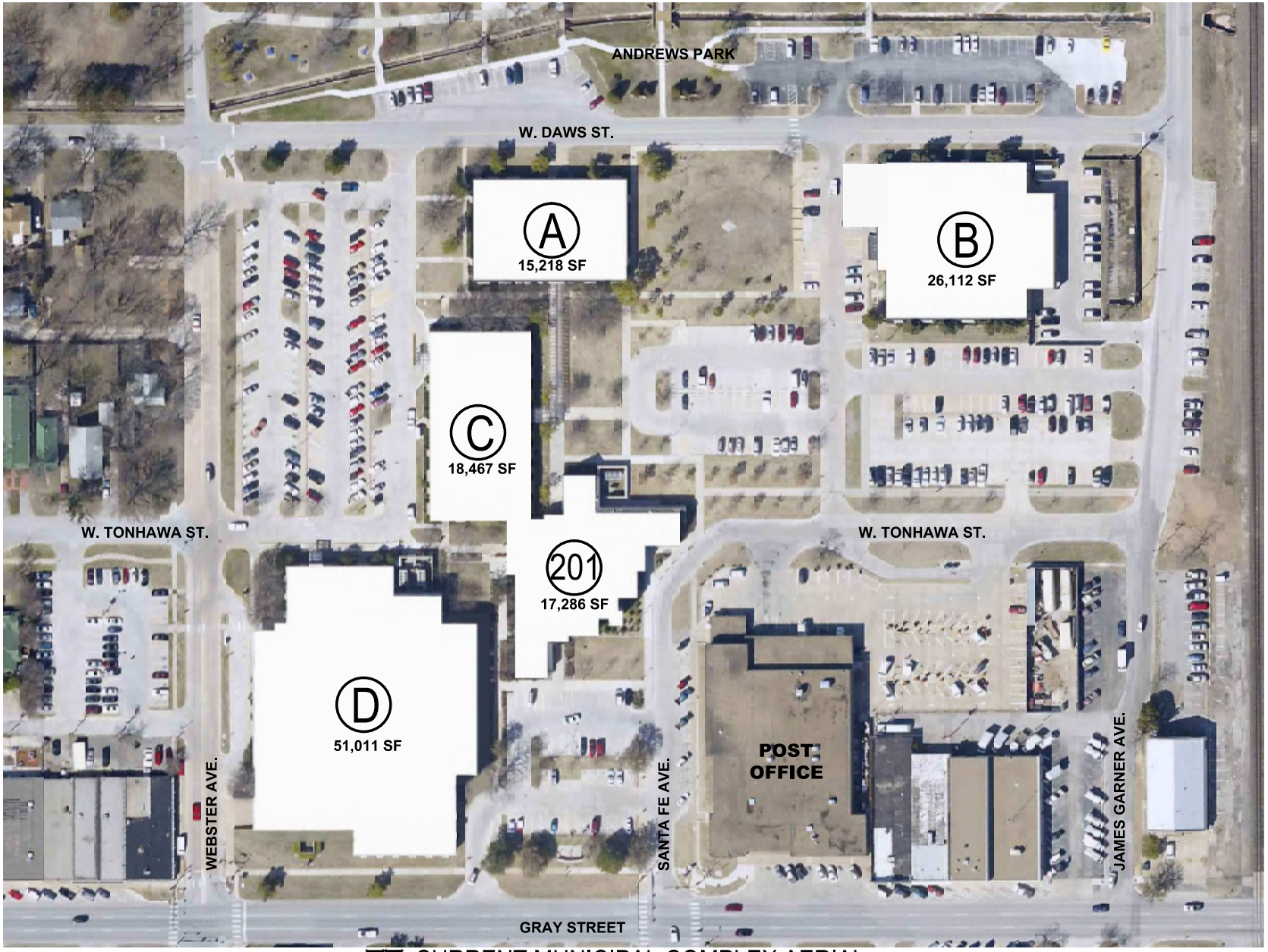

CURRENT MUNICIPAL COMPLEX AERIAL

SCALE: N.T.S.

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3600 West Main
Suite 200
Norman, Oklahoma
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405.360.1400 p
405.364.8287 f
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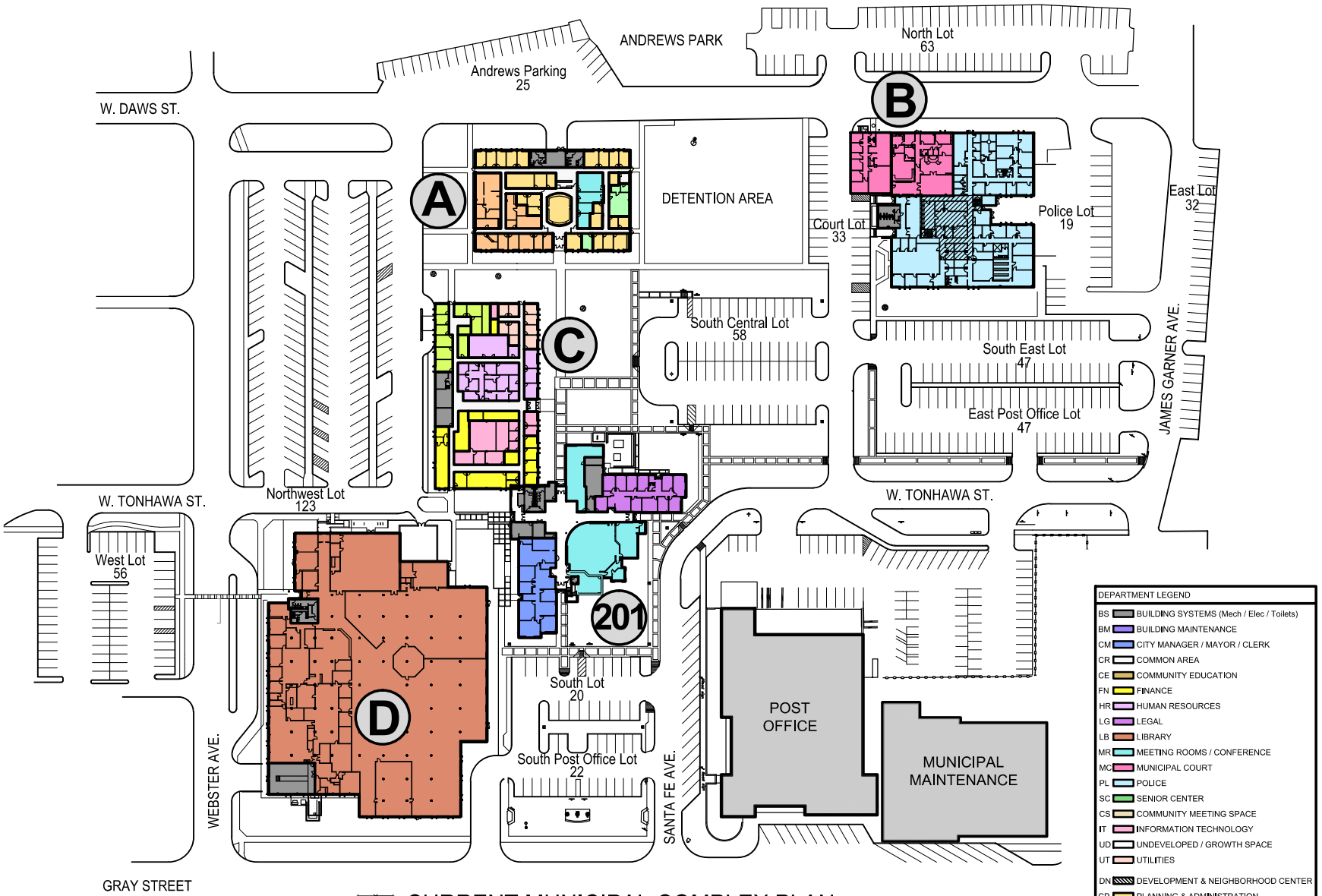
Sheet Number:
AERIAL



CURRENT MUNICIPAL COMPLEX PLAN

SCALE: N.T.S.

DEPARTMENT LEGEND

BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
CR	COMMON AREA
CE	COMMUNITY EDUCATION
FN	FINANCE
HR	HUMAN RESOURCES
LG	LEGAL
LB	LIBRARY
MR	MEETING ROOMS / CONFERENCE
MC	MUNICIPAL COURT
PL	POLICE
SC	SENIOR CENTER
CS	COMMUNITY MEETING SPACE
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UD	UNDEVELOPED / GROWTH SPACE
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architects
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Norman, Oklahoma
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405.360.1400 p
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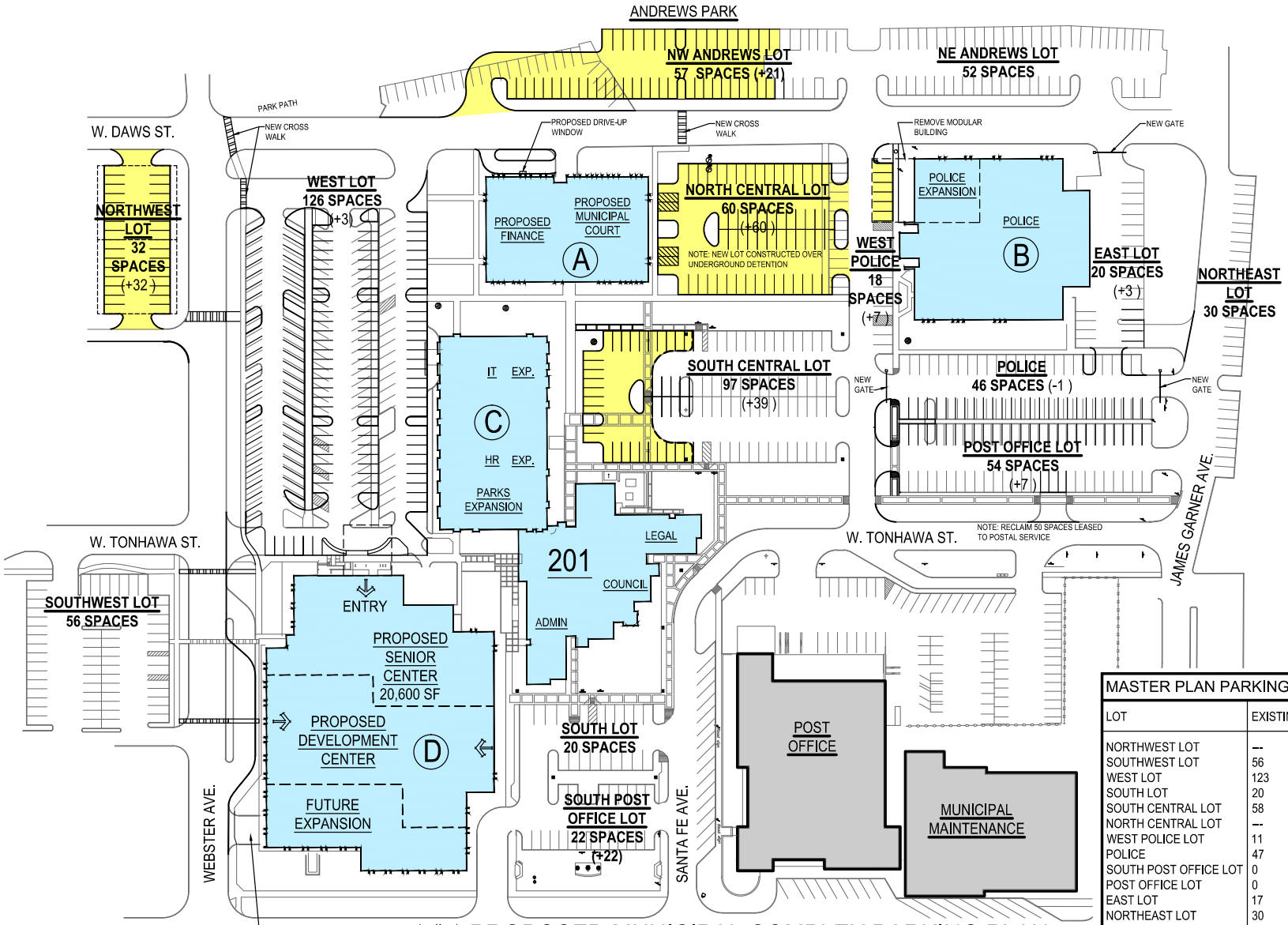

PROPOSED MUNICIPAL COMPLEX PARKING PLAN

SCALE: N.T.S.

MASTER PLAN PARKING SUMMARY

LOT	EXISTING	NEW	NET GAIN
NORTHWEST LOT	---	32	+32
SOUTHWEST LOT	56	56	---
WEST LOT	123	126	+3
SOUTH LOT	20	20	---
SOUTH CENTRAL LOT	58	97	+39
NORTH CENTRAL LOT	---	60	+60
WEST POLICE LOT	11	18	+7
POLICE	47	46	-1
SOUTH POST OFFICE LOT	0	22	+22
POST OFFICE LOT	0	54	+54
EAST LOT	17	20	+3
NORTHEAST LOT	30	30	---
NE ANDREWS LOT	52	52	---
NW ANDREWS LOT	36	57	+21
TOTAL	450	690	240

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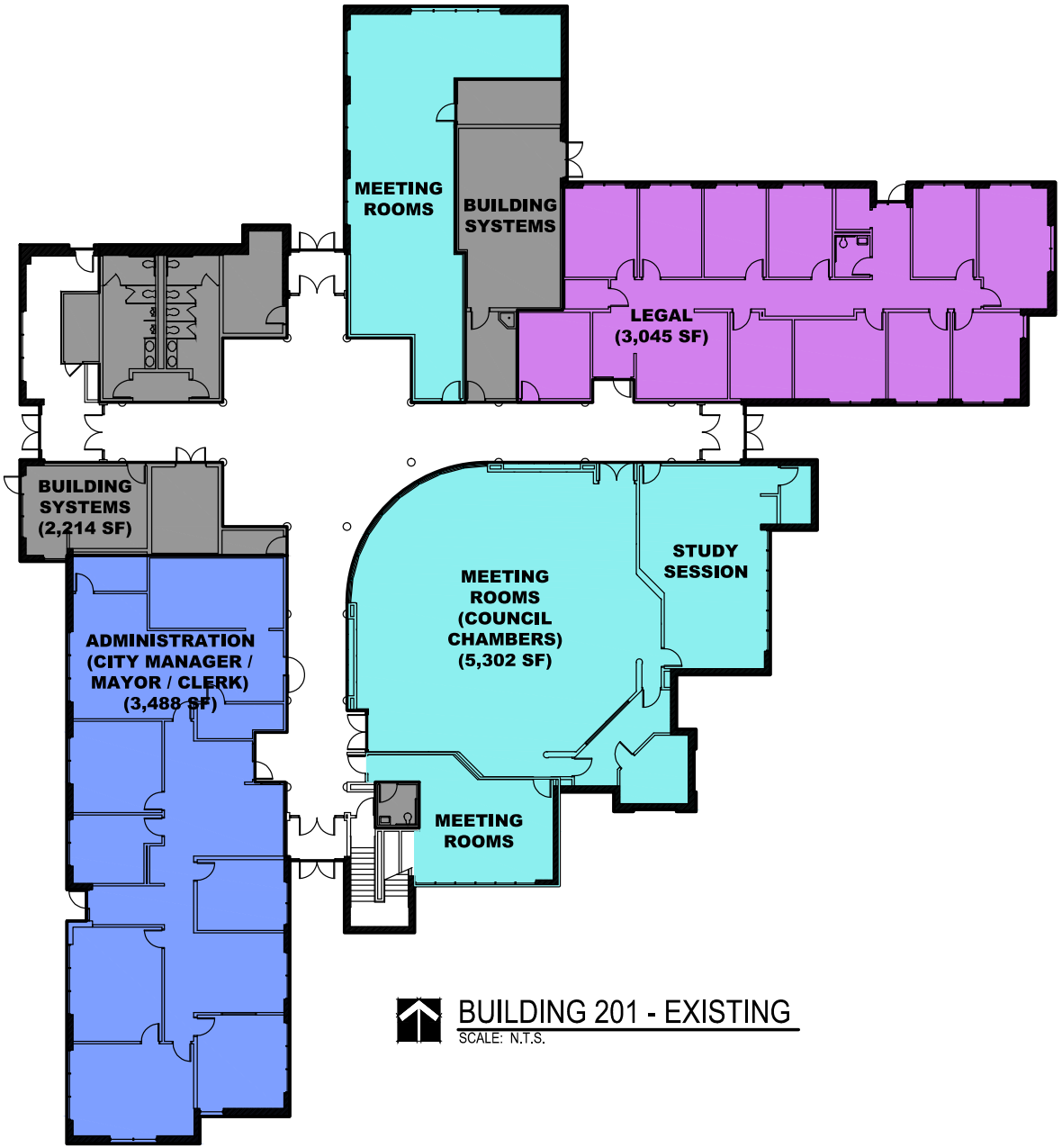

BUILDING 201 - EXISTING

SCALE: N.T.S.

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
CR	COMMON AREA
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CS	COMMUNITY MEETING SPACE
IT	INFORMATION TECHNOLOGY
UD	UNDEVELOPED / GROWTH SPACE
UT	UTILITIES
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Suite 200
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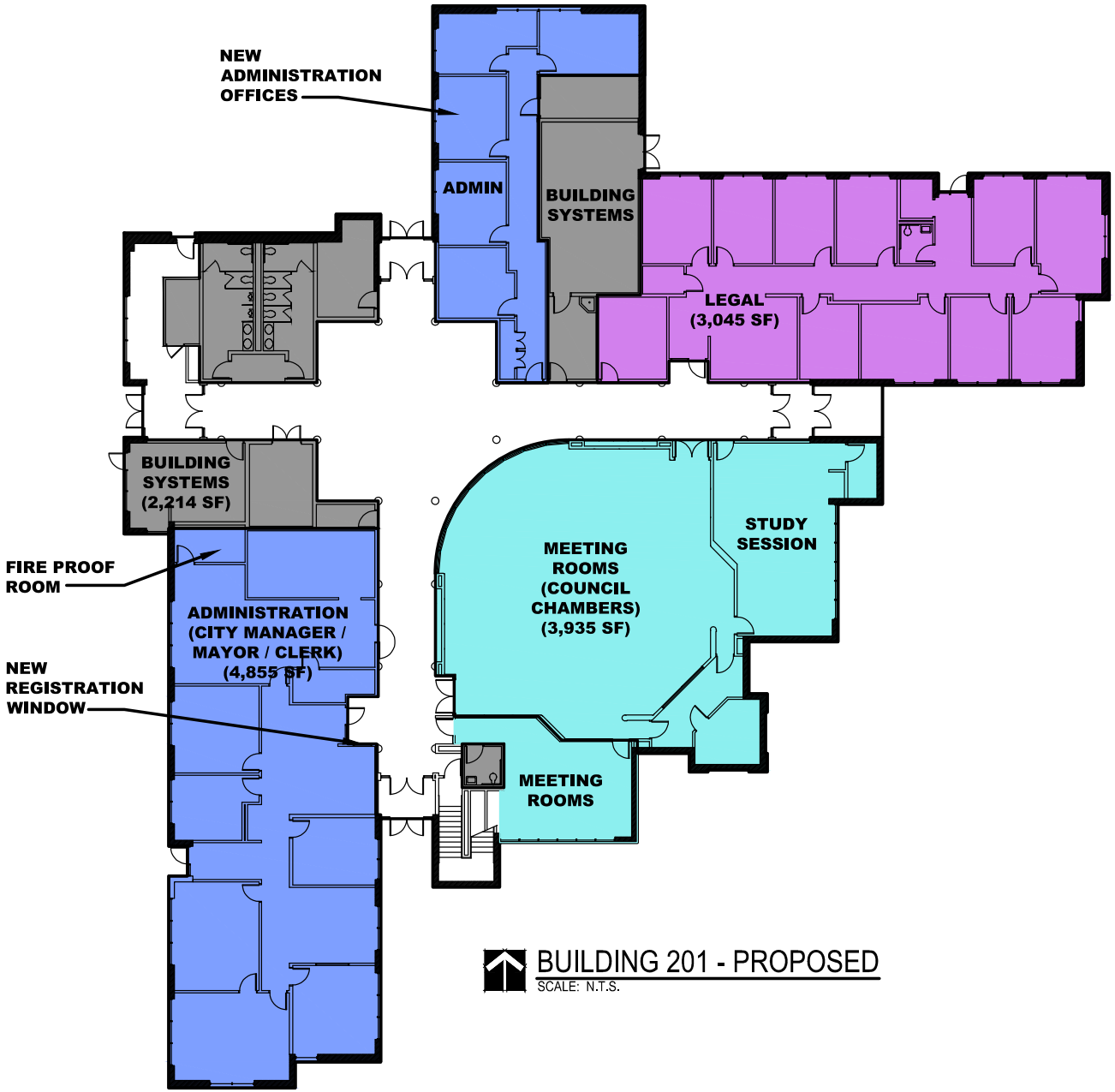

BUILDING 201 - PROPOSED

SCALE: N.T.S.

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
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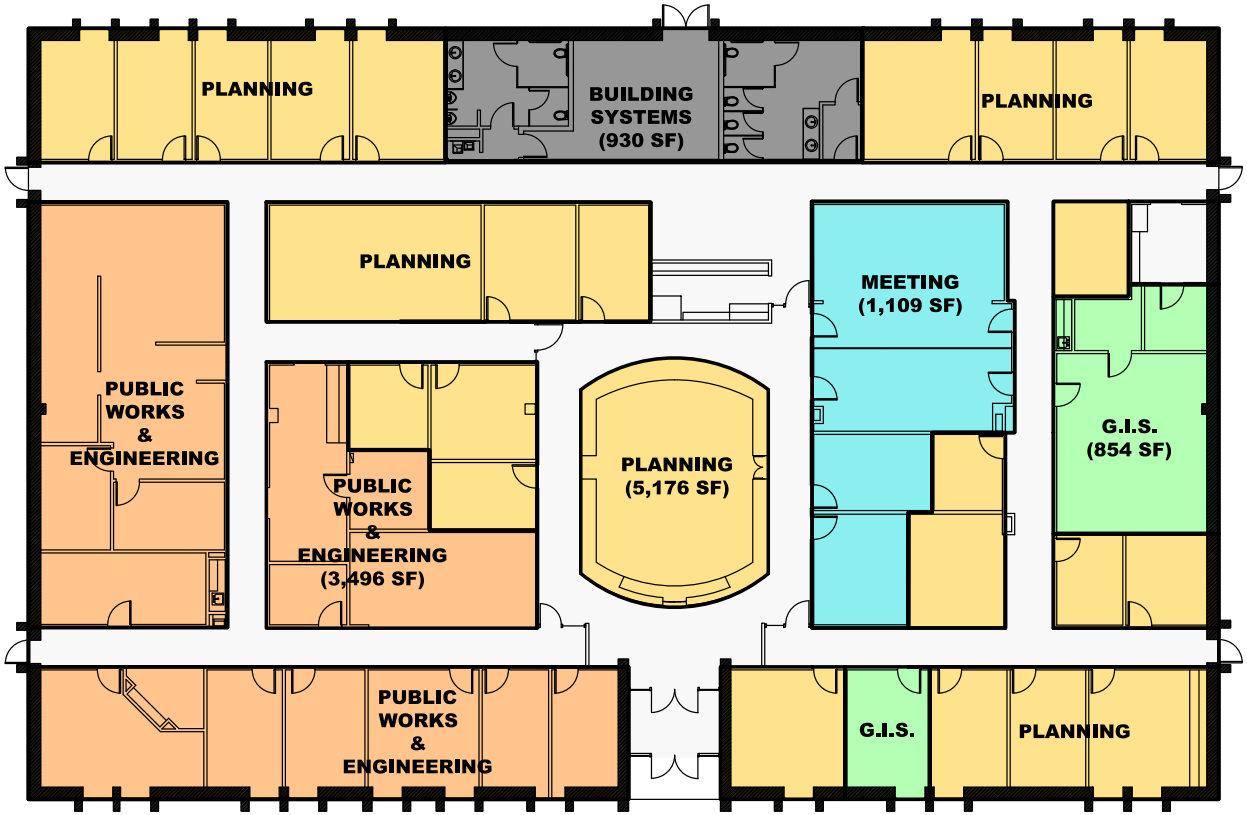

BUILDING A - EXISTING

SCALE: 1/16" = 1'-0" 15,218 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
CR	COMMON AREA
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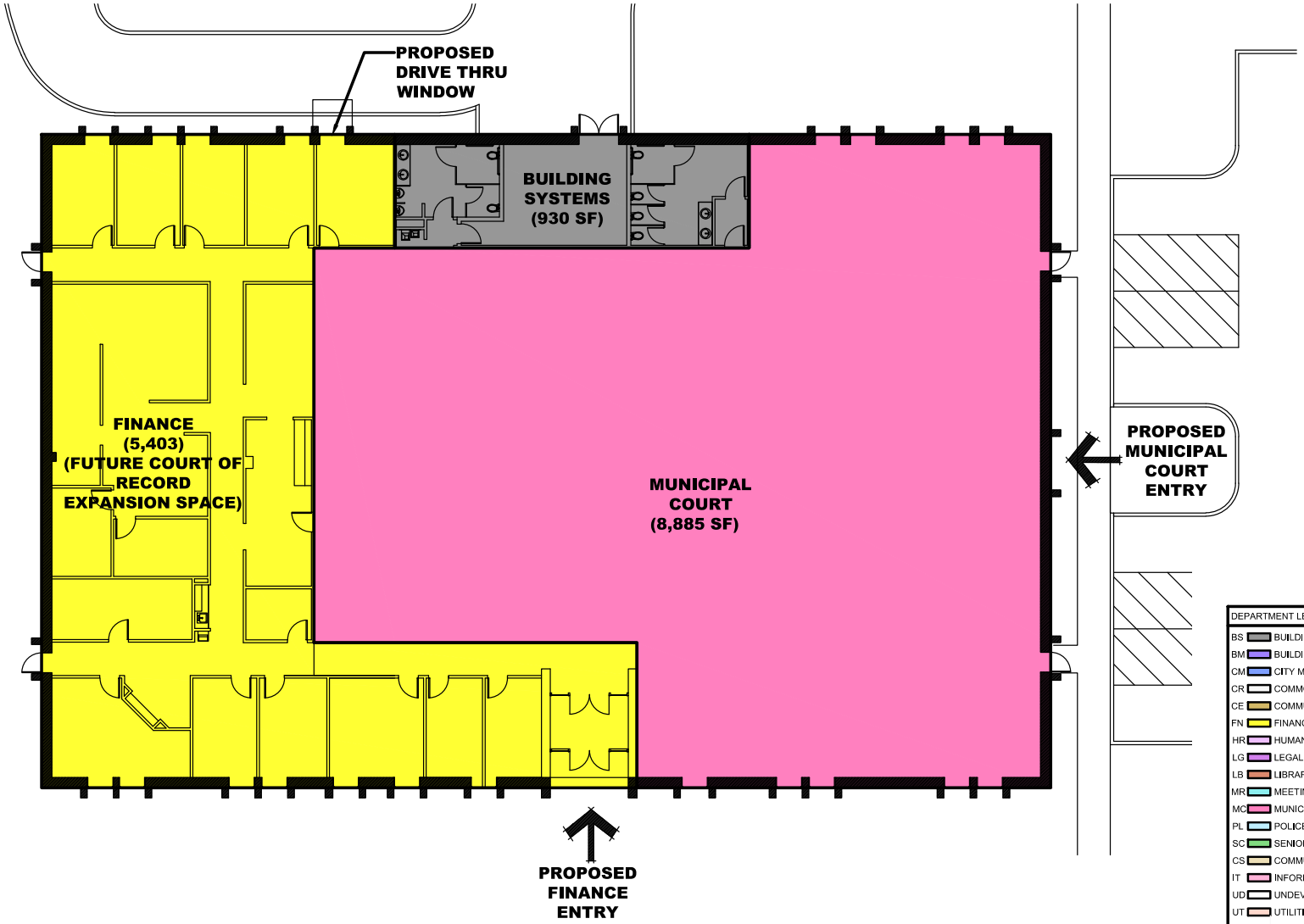

BUILDING A - PROPOSED

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405.360.1400 p
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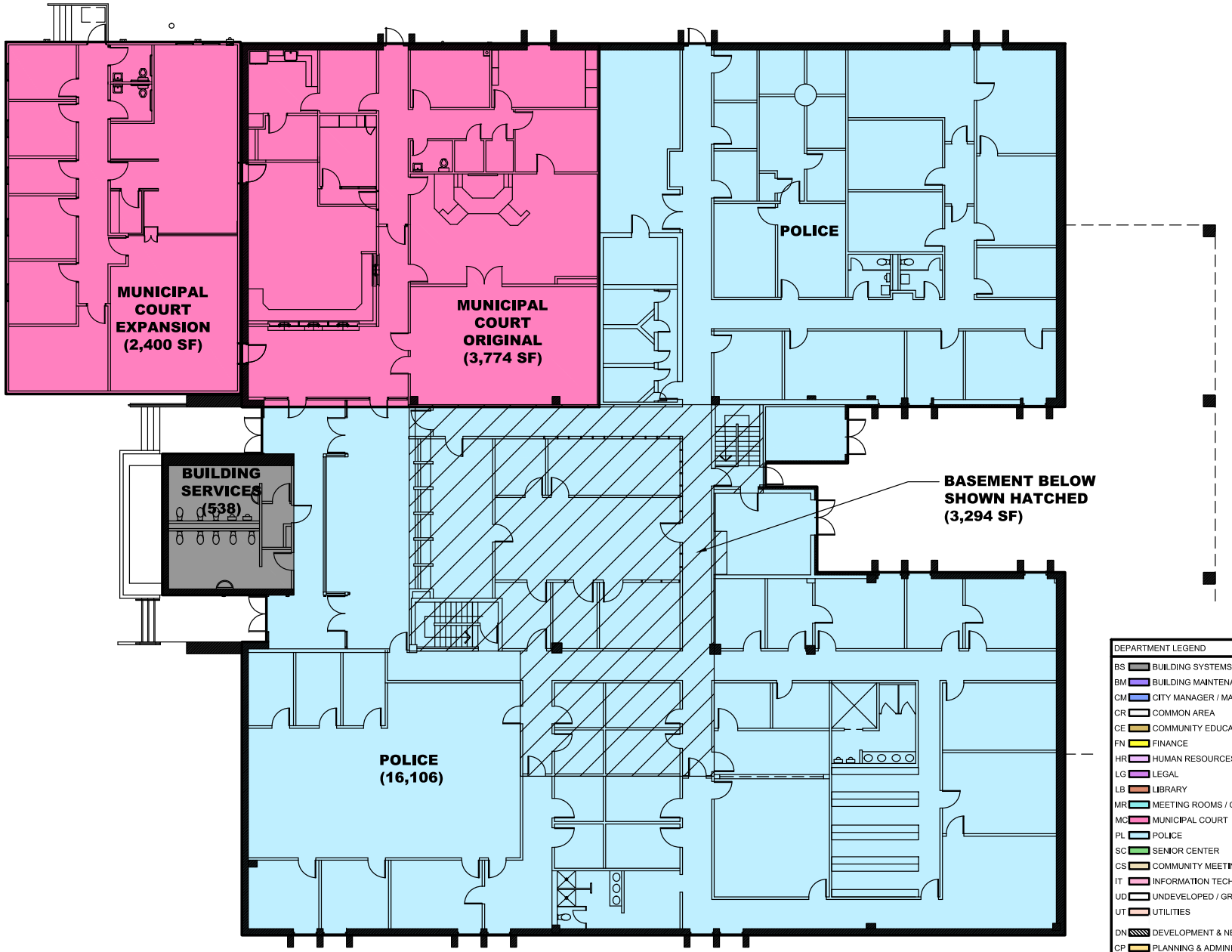

BUILDING B - EXISTING

SCALE: 1/16" = 1'-0" 26,112 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
CR	COMMON AREA
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architects
3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
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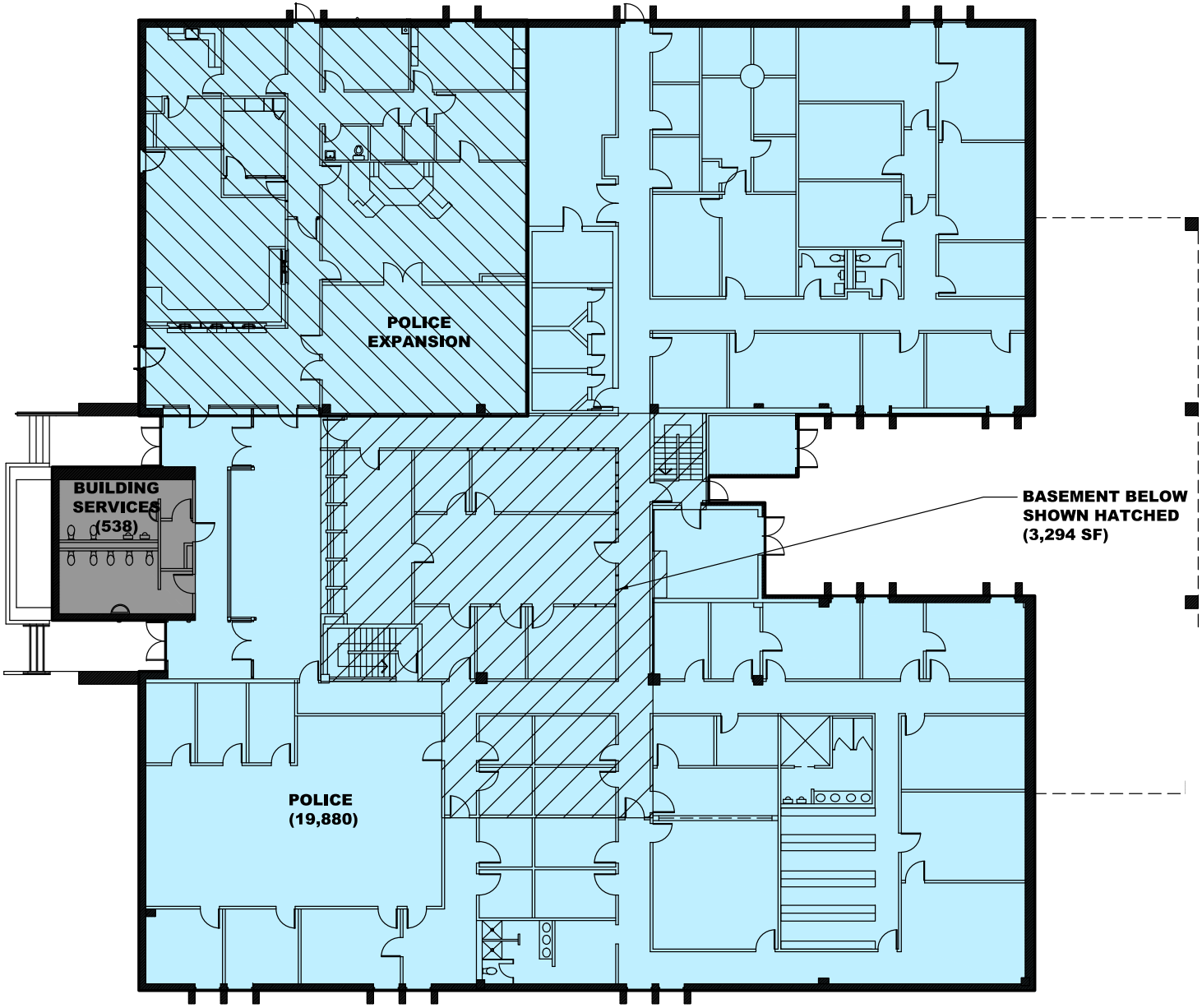

BUILDING B - PROPOSED

SCALE: 1/16" = 1'-0" 23,712 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
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architects
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Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
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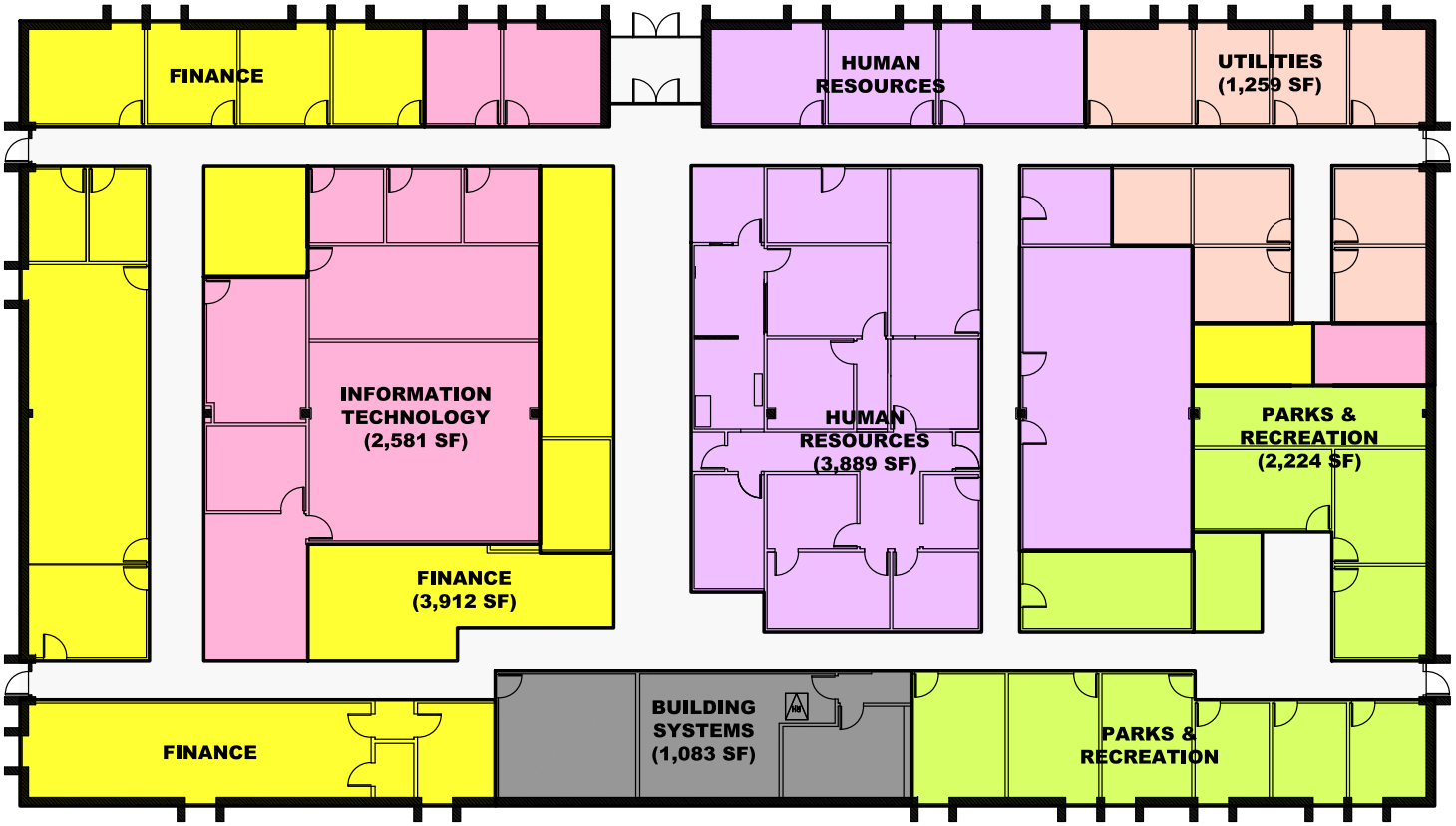

BUILDING C - EXISTING

SCALE: 1/16" = 1'-0"

18,467 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
CR	COMMON AREA
CE	COMMUNITY EDUCATION
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SC	SENIOR CENTER
CS	COMMUNITY MEETING SPACE
IT	INFORMATION TECHNOLOGY
UD	UNDEVELOPED / GROWTH SPACE
UT	UTILITIES
DN	DEVELOPMENT & NEIGHBORHOOD CENTER
CP	PLANNING & ADMINISTRATION
GS	GIS
PR	PARKS & RECREATION
PW	PUBLIC WORKS & ENGINEERING

THE MCKINNEY PARTNERSHIP
architects

3600 West Main
Suite 200
Norman, Oklahoma
73072
405.360.1400 p
405.364.8287 f
tmparch.com

Seal:

Project:

Norman Municipal Complex Space Utilization Study

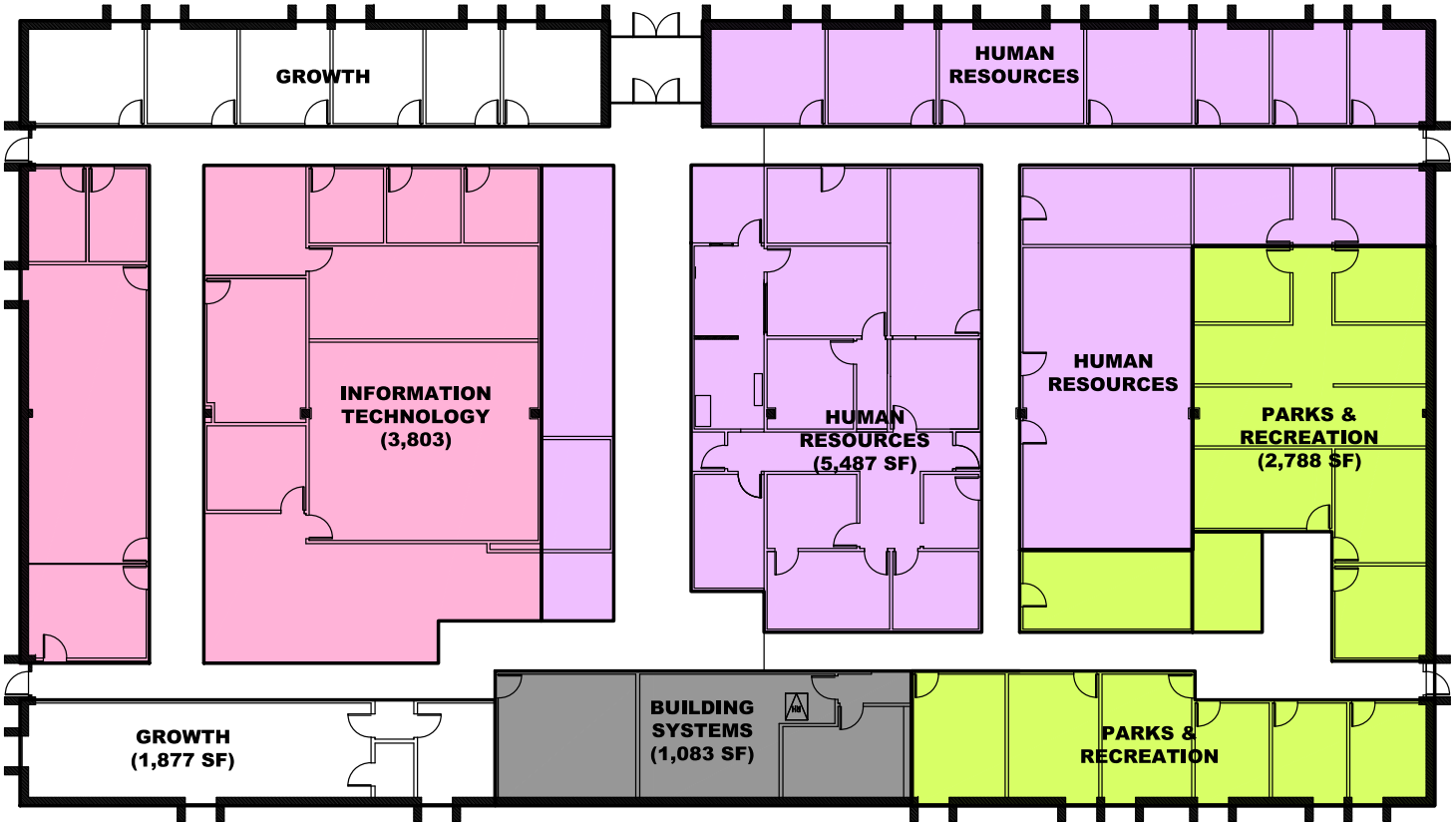
Issue Date:
09/08/2015

Revisions:

Project Number:
CM071815

Sheet Title:
BUILDING C - EXISTING PLAN

Sheet Number:
C-EXIST



BUILDING C - PROPOSED

SCALE: 1/16" = 1'-0"

18,467 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
CR	COMMON AREA
CE	COMMUNITY EDUCATION
FN	FINANCE
HR	HUMAN RESOURCES
LG	LEGAL
LB	LIBRARY
MR	MEETING ROOMS / CONFERENCE
MC	MUNICIPAL COURT
PL	POLICE
SC	SENIOR CENTER
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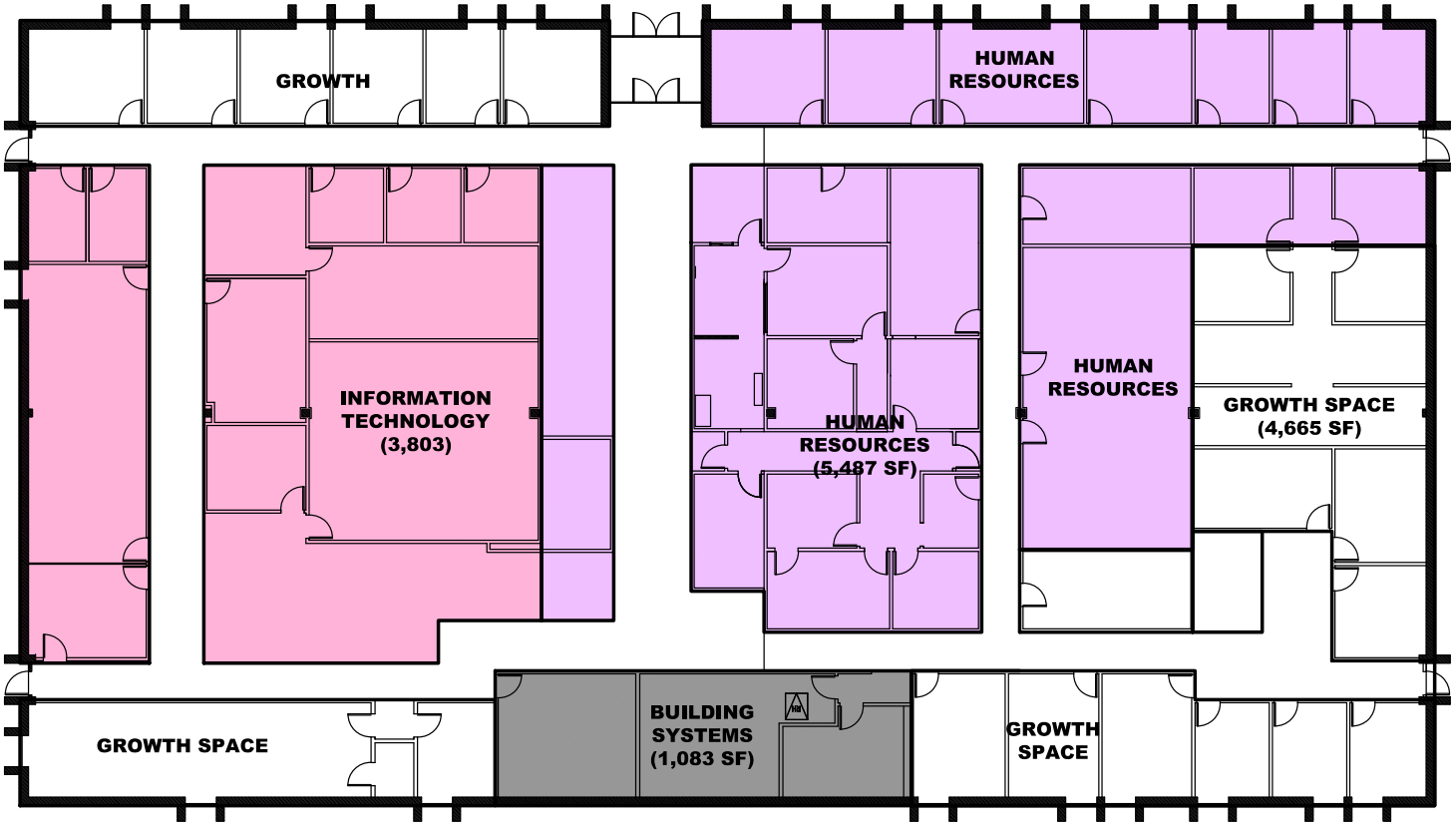
Sheet Number:
C-PROP



BUILDING C - PROPOSED OPTION (REMOTE SENIOR CENTER)

SCALE: 1/16" = 1'-0"

18,467 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
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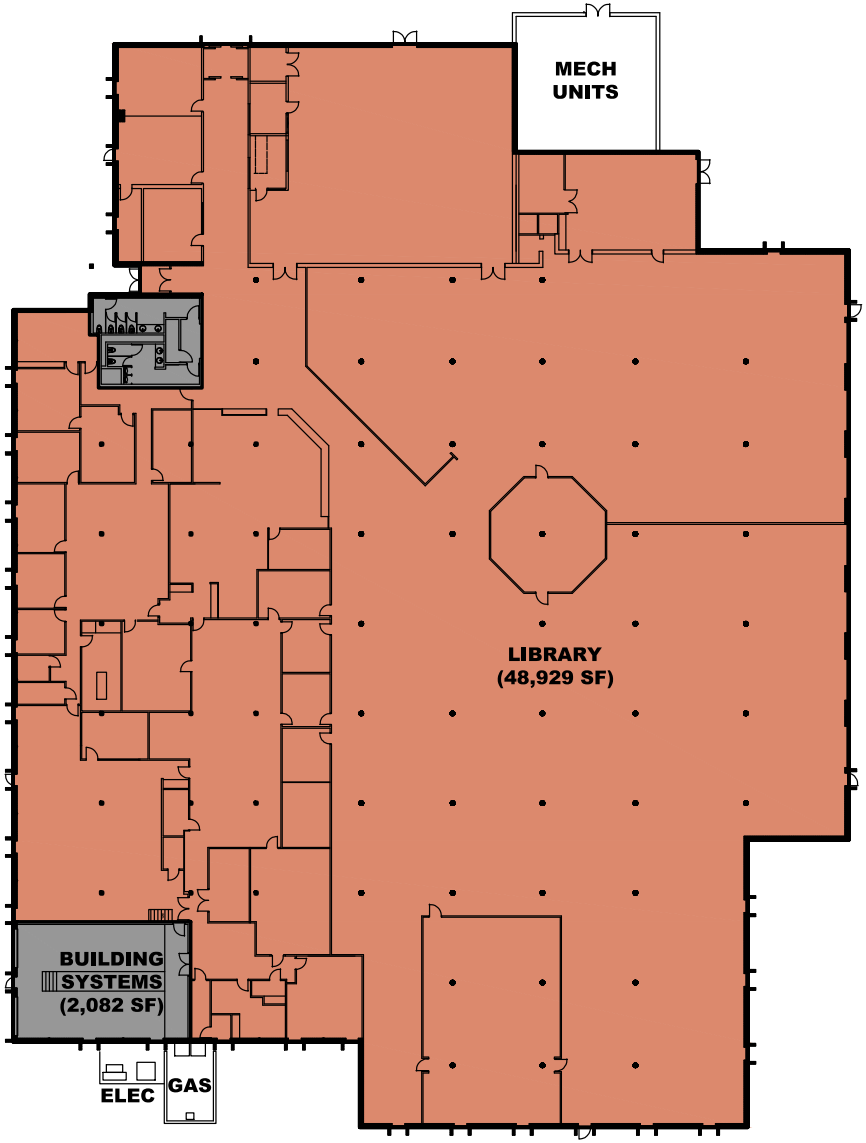

BUILDING D - EXISTING PLAN

SCALE: 1/32" = 1'-0"

51,011 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
CR	COMMON AREA
CE	COMMUNITY EDUCATION
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HR	HUMAN RESOURCES
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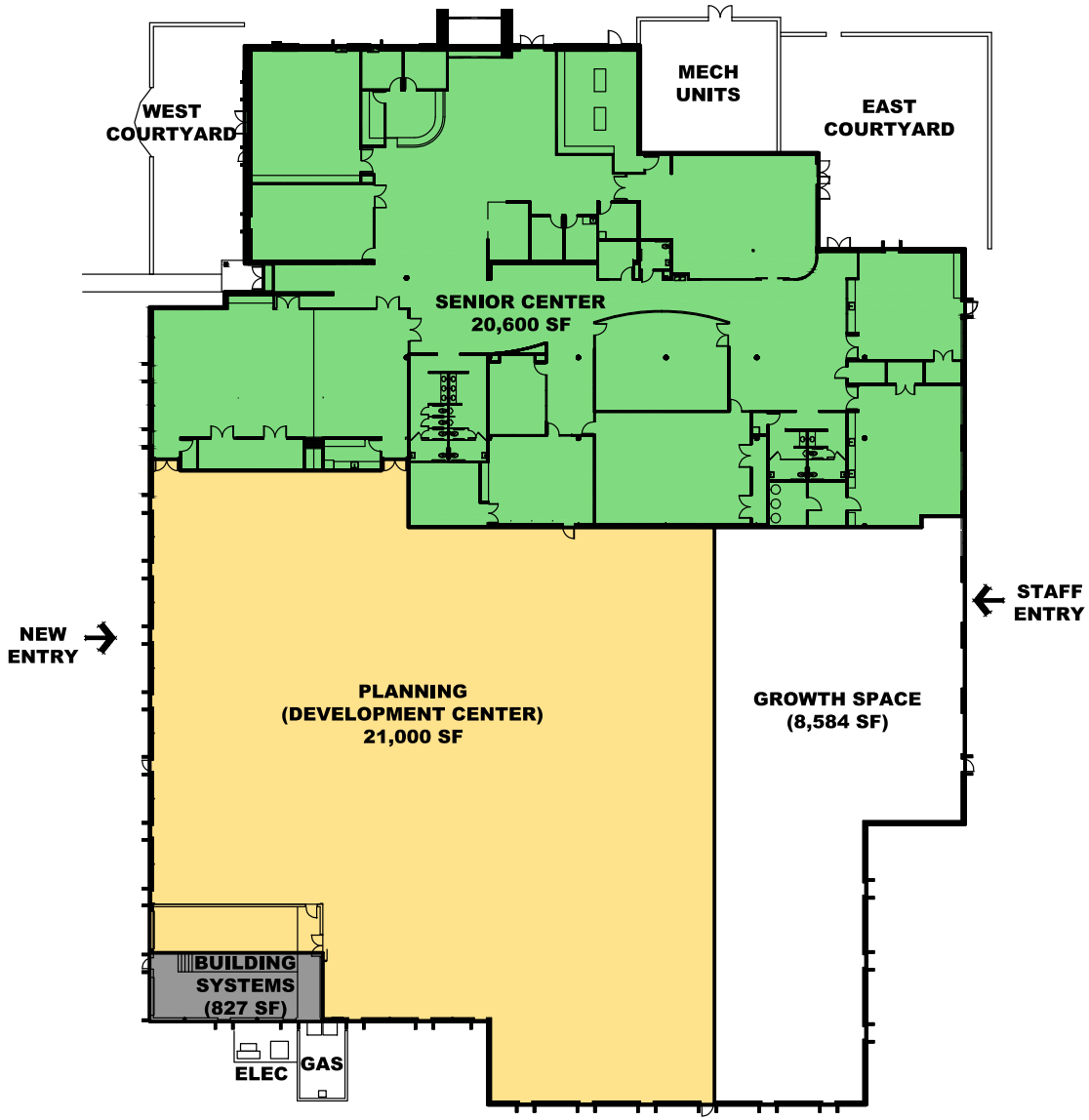
Sheet Number:
D-EXIST



BUILDING D - PROPOSED PLAN

SCALE: 1/32" = 1'-0" 51,011 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
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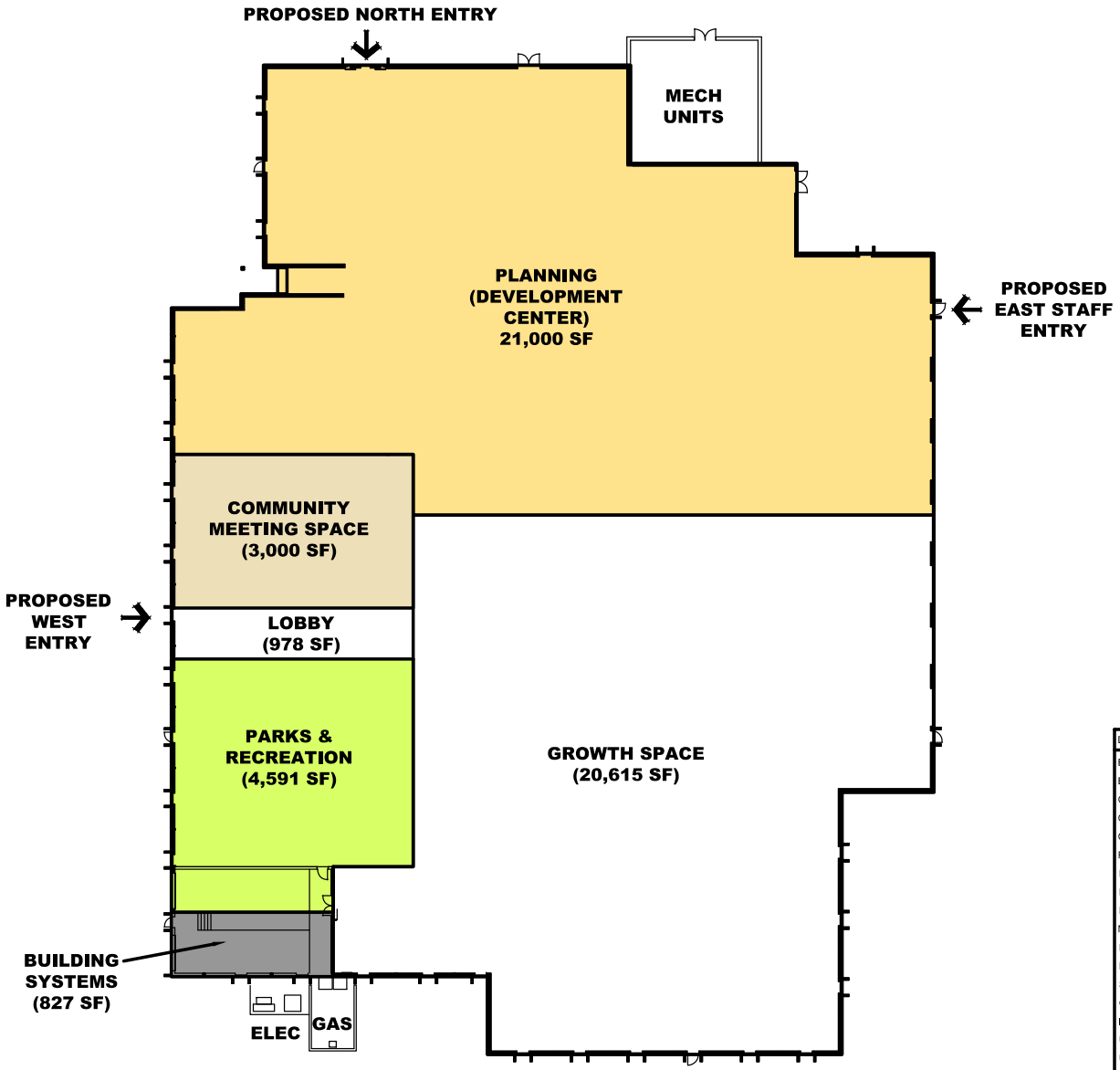

BUILDING D - PROPOSED PLAN OPTION (REMOTE SENIOR CENTER)

SCALE: 1/32" = 1'-0"

51,011 SF

DEPARTMENT LEGEND	
BS	BUILDING SYSTEMS (Mech / Elec / Toilets)
BM	BUILDING MAINTENANCE
CM	CITY MANAGER / MAYOR / CLERK
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BUILDING D - PROPOSED PLAN OPTION

Sheet Number:
D-PROP OPTION

City of Norman Municipal Complex Phased Master Plan

COST ESTIMATE - BOND PROJECTS

15 September 2015

PHASE	SC Scope		Area Quantity	Unit Cost 2015	Inflation 3% / Yr	Estimated Cost	Totals
PHASE I - VACATE BUILDING D						By Owner	
Start: December 2018							
PHASE II - BUILDING D							
Start: January 2019	New Development Center & West Entry		21,000	$121.66	1.09	$2,784,797.40	
Finish: January 2020	New Senior Center, South Entry & Site Work		20,600	$229.97	1.09	$4,737,362.68	
	Infill 1/2 Truck Dock		1	$56,516.00	1.09	$61,602.44	
		PHASE II SUBTOTAL					**$7,583,762.52**
PHASE III - VACATE BUILDING A						By Owner	
Start: January 2020							
PHASE IV - BUILDING A							
Start: January 2020	Construct New Municipal Court Space & East Entry		8,885	$169.41	1.12	$1,685,832.79	
Finish: November 2021	Construct Drive Thru, Cover, Window		1	$68,938.00	1.12	$77,210.56	
	Minor Remodel Finance Department		5,403	$73.09	1.12	$442,293.90	
		PHASE IV SUBTOTAL					**$2,205,337.25**
PHASE V - VACATE BUILDINGS B & C						By Owner	
Start: January 2021							
PHASE VI - BUILDINGS B & C							
Start: December 2021	Remodel Vacant Court Space for Police		3,774	$135.42	1.12	$572,404.09	
Finish: April 2021	Minor Remodel IT Division		1,222	$113.23	1.12	$154,971.11	
	Minor Remodel Human relations		1,598	$113.23	1.12	$202,654.52	
	Minor Remodel Parks & Recreation		564	$113.23	1.12	$71,525.13	
		PHASE VI SUBTOTAL					$1,001,554.85

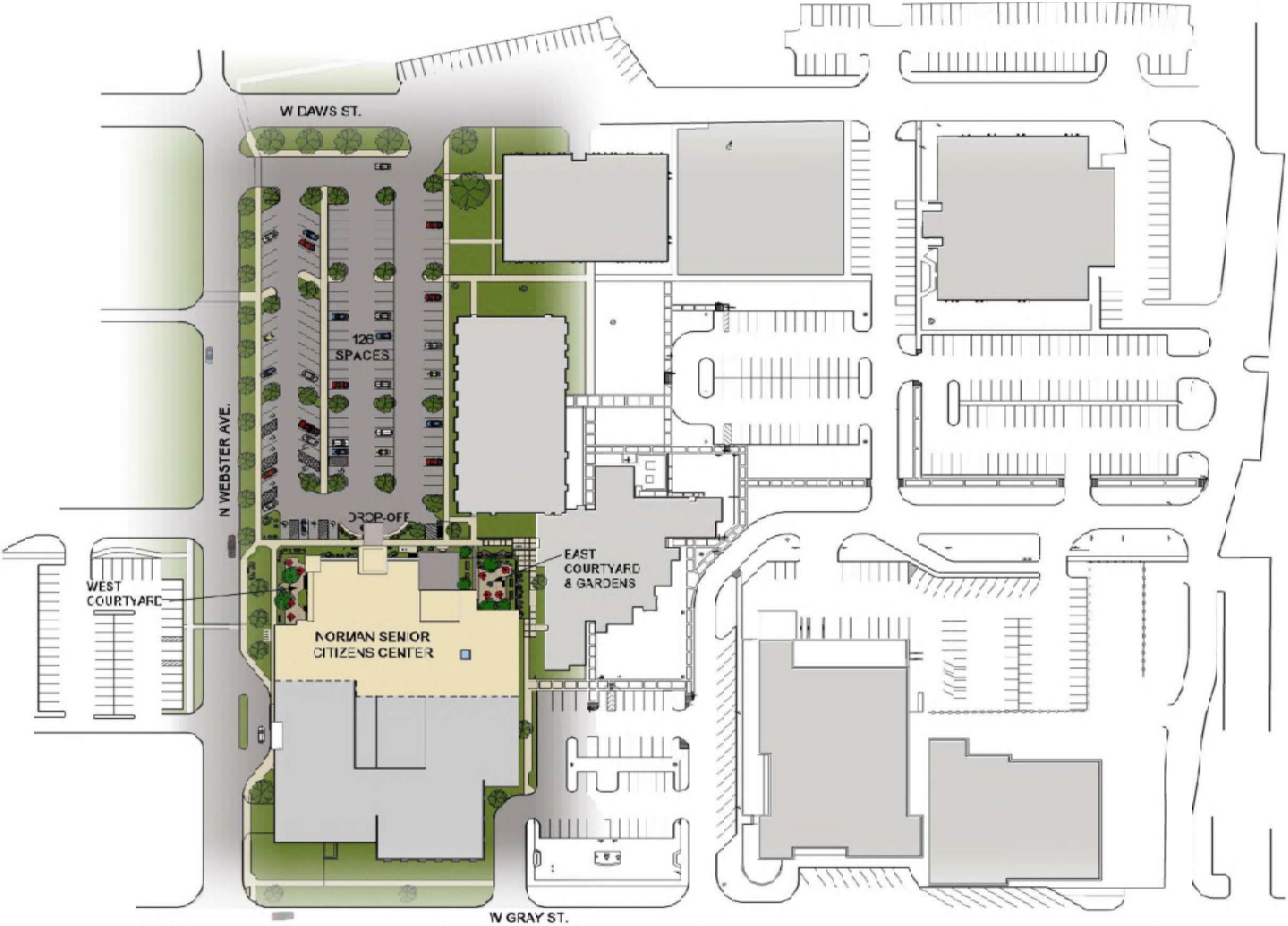
PRELIMINARY ESTIMATE TOTAL - BOND PROJECTS **$10,790,654.62**

NOTES: Design Fees, Contractor Fees, Bonding and 15% Contingency included in all Totals
Schedule Assumes 36 Month Duration of Library Project Starting 1/2016
FF & E included ONLY in the Senior Center

COST ESTIMATE - OPTIONAL PROJECTS

Phase	Scope		Area Quantity	Unit Cost 2015	Inflation 3% / Yr	Estimated Cost	Totals
PHASE II - BUILDING D OPTION	No Senior Center						
Start: January 2019	New Development Center & North Entry		21,000	$134.43	1.09	$3,077,102.70	
Finish: January 2020	New Parks and Recreation Department & Building Lobby		5,569	$109.01	1.09	$661,713.59	
	Community Meeting Hall		3,000	$109.01	1.09	$356,462.70	
	Infill 1/2 Truck Dock		1	$56,516.00	1.09	$61,602.44	
		SUBTOTAL					**$4,156,881.43**
CONSTRUCT OFFICES, REGISTRY WINDOW & FIREPROOF RECORDS ROOM - BUILDING 201							
Start: January 2016	New Office Partitions & Doors		1,367	$67.37	1.00	$92,094.79	
Finish: March 2016	New Registration Window		1	$4,764.00	1.00	$4,764.00	
	Fireproof Records Room		72	$71.19	1.00	$5,125.68	
		SUBTOTAL					**$101,984.47**
CONSTRUCT NORTH CENTRAL PARKING LOT OVER UNDERGROUND DETENTION							
Start: January 2019	Construct 60 Space Lot		16,663	$26.85	1.09	$487,667.69	
Finish: April 2019		**SUBTOTAL**					**$487,667.69**
CONSTRUCT SOUTH CENTRAL PARKING LOT EXPANSION							
Start: January 2019	Construct 39 Space Lot		9,745	$22.07	1.09	$234,428.64	
Finish: April 2019							
		SUBTOTAL					**$234,428.64**

OPTIONAL PROJECTS - PRELIMINARY ESTIMATE TOTAL **$4,980,962.24**



Proposed Norman Senior Citizens Center

Site Plan

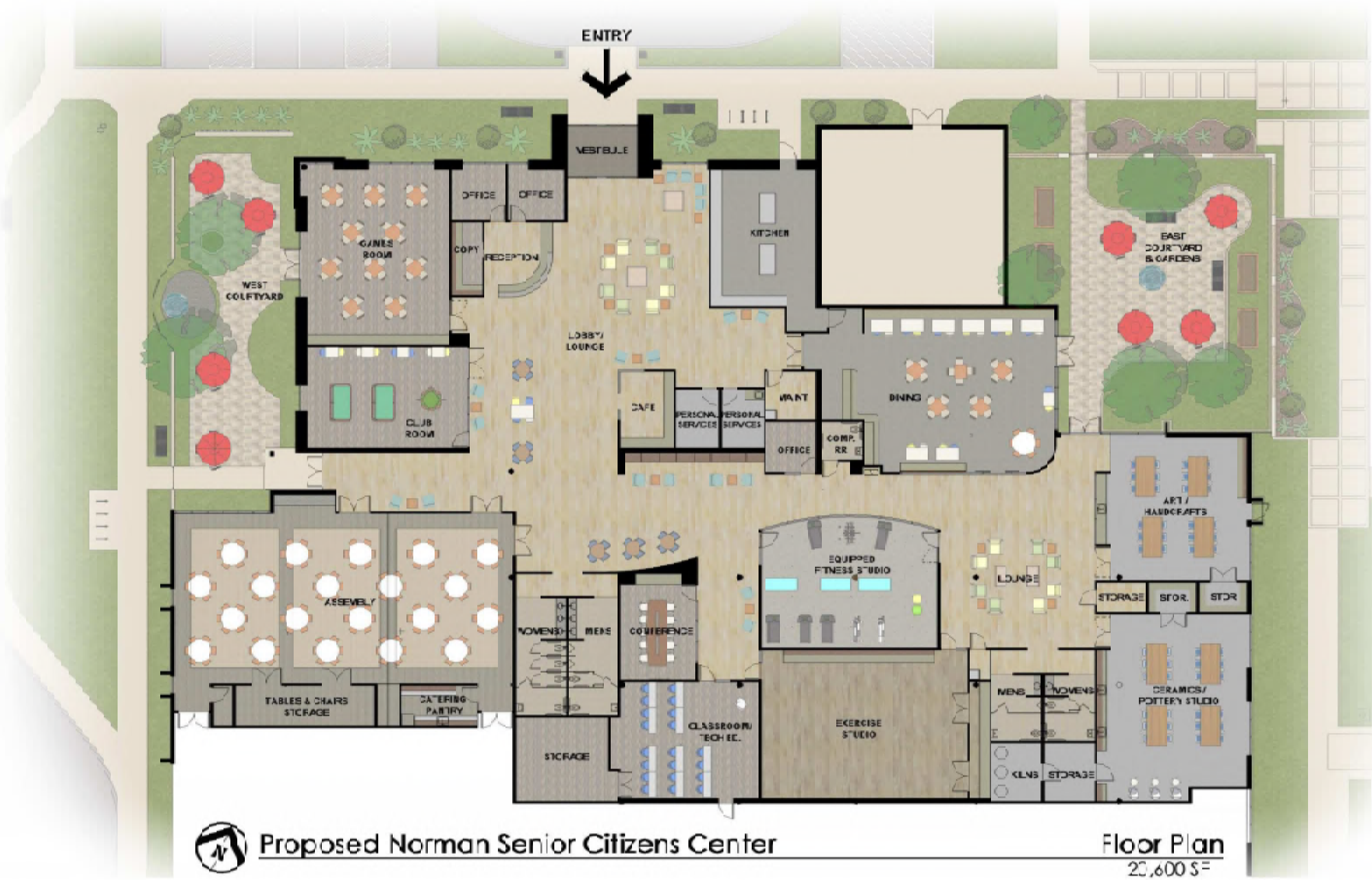

ENTRY
VESTIBULE
OFFICE
OFFICE
COPY
RECEPTION
GAMES ROOM
WEST COURTYARD
CLUB ROOM
LOBBY LOUNGE
KITCHEN
CAFE
PERSONAL SERVICES
PERSONAL SERVICES
MAINT
OFFICE
COMP. RR
DINING
EAST COURTYARD & GARDENS
ASSEMBLY
TABLES & CHAIRS STORAGE
CATERING PANTRY
WOMENS
MENS
CONFERENCE
STORAGE
CLASSROOM/ TECH EC.
EQUIPPED FITNESS STUDIO
EXERCISE STUDIO
LOUNGE
MENS
WOMENS
KILNS
STORAGE
ART / HANDICRAFTS
STORAGE
STOR.
STOR
CERAMICS/ POTTERY STUDIO
Proposed Norman Senior Citizens Center
Floor Plan
20,600 SF

EXHIBIT D

THE MCKINNEY PARTNERSHIP ARCHITECTS

HOURLY BILLING RATES

July 2018

Principal	$ 175.00
Senior Architect	$ 120.00 – 150.00
Project Architects	$ 90.00 – 110.00
Project Managers	$ 80.00 – 100.00
Project Staff	$ 60.00 – 80.00
Project Support Staff	$ 40.00 – 60.00
Administrative Staff	$ 50.00 – 75.00
Clerical	$ 30.00 – 50.00

Hourly rates may be adjusted without notice based upon annual employee reviews and salary adjustments.