

AGREEMENT FOR ARCHITECTURAL SERVICES

This AGREEMENT, between the Norman Municipal Authority (OWNER) and Studio Architecture (ARCHITECT);

WITNESSETH

WHEREAS, OWNER intends to construct a truck wash facility and a container maintenance facility, the Truck Wash (SA0015), Container Maintenance Facility (SA0009), and Household Hazardous Waste Facility (SA0012) consolidated project, as further described in Attachment B; and

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

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

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

ARTICLE 1 - EFFECTIVE DATE

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

ARTICLE 2 - COMPLETION DATE

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

ARTICLE 3 - GOVERNING LAW

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

ARTICLE 4 - SERVICES TO BE PERFORMED BY ARCHITECT

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ARCHITECT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ARCHITECT will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 9 - INSURANCE

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

- 9.1 Worker's compensation insurance for ARCHITECT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.

9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

ARCHITECT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ARCHITECT as additional insured on their General Liability Insurance policies.

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ARCHITECT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ARCHITECT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ARCHITECT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - TERMINATION

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

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

ARTICLE 14 - DELAY IN PERFORMANCE

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

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

ARTICLE 15 - COMMUNICATIONS

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

ARCHITECT: George Winters, AIA
Studio Architecture
816 N. Walker Ave.
Oklahoma City, OK 73102
405.605.1044
glw@studioarc.com

OWNER: Nathan Madenwald, PE
Norman Municipal Authority
201-C West Gray, 73069
P.O. Box 370
Norman OK 73070
405-329-1023
Nathan.Madenwald@NormanOK.gov

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

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 - INTEGRATION

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

Attachment A1 – Schedule – Truck Wash Facility
Attachment A2 – Schedule – Container Maintenance Facility
Attachment A3 – Schedule – Household Hazardous Waste Facility
Attachment B1 – Scope of Services Truck Wash
Attachment B2 – Scope of Services Container Maintenance Facility

Attachment B3 – Scope of Services Household Hazardous Waste Facility
Attachment C1 – Compensation Truck Wash
Attachment C2 – Compensation Container Maintenance Facility
Attachment C3 – Compensation Household Hazardous Waste Facility

ARTICLE 19 - SUCCESSORS AND ASSIGNS

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

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

DATED this 25th day of JUNE, 2019.

Studio Architecture - ARCHITECT

ATTEST

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Signed: 

Authorized Representative

JAMES H. HASENBECK, AIA
Name and Title PRINCIPAL

Norman Municipal Authority - OWNER

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

Authority Attorney

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

ATTEST

By:

Chairman

Secretary

Seal

ATTACHMENT A1

Truck Wash

SCHEDULE

Task 1A ~ Project Administration

Task 1B ~ Topographical Survey

Task 1C ~ Geotechnical Report

Task 2A ~ Preliminary Design Report

Task 2B ~ Preliminary Plans

Task 3A ~ Final Design and Construction Bid Documents

Task 3B ~ Bidding as Separate Project (Allowance)

Task 4A ~ Construction Administration

Task 4B ~ Record Drawings

[illegible]

Container Maintenance Facility

SCHEDULE

Task 1A ~ Project Administration

Task 1B ~ Topographical Survey

Task 1C ~ Geotechnical Report

Task 2A ~ Preliminary Design Report

Task 2B ~ Preliminary Plans

Task 3A ~ Final Design and Construction Bid Documents

Task 3B ~ Bidding as Separate Project (Allowance)

Task 4A ~ Construction Administration

Task 4B ~ Record Drawings

[illegible]

Household Hazardous Waste Facility

Task 1A ~ Project Administration

Task 1C ~ Geotechnical Report

Task 2B ~ Preliminary Plans

Task 3B ~ Bidding as Separate Project (Allowance)

Task 4A ~ Construction Administration

Task 4B ~ Record Drawings

[illegible]

ATTACHMENT B1

Truck Wash Facility

The ARCHITECT will provide services necessary to facilitate the design and construction of the Proposed Truck Wash Facility. The project generally includes the following:

1. Automatic Truck Wash Facility
 - a. One Wash Bay, approximately 80'x20'
 - b. Sized to Handle Largest Sanitation Vehicle (Tractor Trailer)
 - c. Automatic Operation
 - d. Configuration for Proper Facility Flow
 - e. Facility Access System
 - f. Spray Wands at Front and Rear for Spot Washing w/ covered concrete pads & drains connected to truck wash drain system
 - g. Pre-Engineered Metal Building with Modifications as Necessary to Meet Building Code and Zoning Requirements
 - h. Consideration for and Capability to Easily Convert Truck Wash System to Reclaimed Water (DEQ coordination/permitting to use reclaimed water for this purpose is by others)
 - i. City of Norman Compliant/Permittable Facility
2. Site Improvements (Including but not limited to)
 - a. Utilities and Service Connections
 - i. Water & sewer services only (water & sewer mains are adjacent to the subject site)
 - ii. Sanitary sewer service connection for wash water disposal.
 1. Any wash water filtering / re-use will be integrated into the truck wash system
 - iii. Domestic and fire service (if necessary) connection for truck wash
 - iv. Electric, gas, & telephone service coordination (utility companies will provide design of any private utility main extensions required)
 - b. Parking lot & driveway paving (public roadway improvements are not required)
 - c. Storm water improvements as necessary for proper drainage (detention not required)
 - d. Chainlink Fencing & Gates
 - e. Low Voltage Infrastructure for future Access/Security System (by others)
 - f. Exterior Lighting (Compliant with Dark Sky Strategy)
 - g. Coordinate with Septic Tank Disposal Facility (by others), located on the same site

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

1. Project Administration
 - a. Prepare agendas and minutes for all meetings.
 - b. Attend monthly meetings as necessary for completion of the project.
 - c. Prepare, monitor and update project schedule
 - d. Prepare claims and monitor project budget
2. Preliminary Design
 - A. Report
 - i. Truck path evaluation to determine ideal building location for proper access to and flow through the site.
 - ii. Provide cost estimate for proposed building and site improvements.
 - iii. Identify key equipment and recommendations.
 - iv. Coordination of the project with other potential improvements at the site.
 - v. Include rendering of proposed site design to assist with public meetings.

- vi. Provide report in electronic (draft and final) and hardcopy (final – 3 copies) formats.
- B. Plans
 - i. Preliminary plans depicting sufficient information for thirty (30) percent review including, but not limited to:
 - 1. Site Layout showing all proposed improvements including structures, paving, utilities, service lines, or other improvements necessary to construct the facility.
 - 2. Architectural
 - 3. Foundation
 - 4. Mechanical/Electrical/Plumbing - Includes coordination of vendor designed Wash System and Appurtenances
 - 5. Site Security and Fencing
 - 6. Site Control/Access Improvements (low voltage infrastructure only)
 - ii. Coordinate the project design with all known existing and proposed utilities.
 - iii. Develop plans for facility initially supplied by potable water that also includes consideration for the potential future modification to have the facility supplied by reclaimed water. DEQ coordination/permitting to use reclaimed water for this purpose is by others.
- C. Topographic Survey (refer to attached detailed scope of work)
 - i. Provide full topographic survey including all surface features and marked utilities
 - ii. Establish a minimum of two (2) benchmarks adjacent to the project necessary to facilitate proper completion of the project
 - iii. Provide measurements and invert elevations for all access structures such as manholes, vaults, valves, etc.
- D. Geotechnical Investigation (refer to attached detailed scope of work)
 - i. Perform geotechnical services necessary to determine conditions for design of foundations and paving.
- E. Public Meetings
- 3. Final Design and Construction Bid Documents
 - a. Prepare final plans and specifications for bidding.
 - b. Compliant submittal for obtaining City of Norman permit(s) for construction. Revisions necessary to meet code requirements will be the responsibility of the Architect and at no additional cost to the OWNER.
 - c. Generate updated cost estimate.
 - d. Provide bidding services:
 - i. Prepare addendum(a) as necessary.
 - ii. Attend and manage mandatory Pre-Bid Conference.
 - iii. Review bids and recommend to the OWNER for an award.
- 4. Construction Services
 - A. Construction Administration
 - i. Provide construction administration services throughout construction
 - ii. Assist with the Pre-Work Conference.
 - iii. Review testing company reports and review and recommend approval/rejection of claims.
 - iv. Attend construction progress meetings.
 - v. Review contract pay estimates and recommend approval/rejection of claims.
 - vi. Review and approve or reject submittals.
 - vii. Review and respond to Requests for Information from the contractor.
 - viii. Prepare field changes, amendments, and/or change orders necessary to facilitate construction of the project.
 - B. Record Drawings
 - i. Provide hardcopy and electronic (PDF and CAD or GIS) as-built record documents within 30 days of completion of the project.

- ii. Submit permanent control points with as-builts.
- iii. Provide a complete Operations and Maintenance (O&M) Manual (three copies) covering all system and equipment constructed and installed as part of this project.

ATTACHMENT B2
Container Maintenance Facility

The ARCHITECT will provide services necessary to facilitate the design and construction of the Proposed Container Maintenance Facility. The project generally includes the following:

1. Container Maintenance Facility
 - a. Welding Building Sized to Allow for Proper Work Flow – Approximately 60' x 60' with Proper Lighting and Ventilation
 - b. Painting Building Sized to Allow for Proper Work Flow – Approximately 30'x16' with Proper Lighting, Ventilation and Paint Capture
 - c. Configuration for Proper Facility Flow for Efficiency
 - d. Ease for Moving Containers Through Facility
 - e. Office/Work Space for Staff and Manager
 - f. Wash Pad Drained to Sanitary Sewer System (Covered with Canopy to Minimize Inflow from Rain)
 - g. Pre-Engineered Metal Building(s) with Modifications as Necessary to Meet Building Code and Zoning Requirements with 2-hr rated CMU walls around welding areas
 - h. Yard Storage for Damaged Containers, Repaired Containers, and Polycarts
 - i. City of Norman Compliant/Permittable Facility
2. Co-located on the same site as the Truck Wash Facility Site Improvements (Including but not limited to)
 - a. Utilities and Service Connections
 - i. Water & sewer services only (water & sewer mains are adjacent to the subject site)
 - ii. Sanitary sewer service connection for facility & for wash pad
 - iii. Domestic water service connection & private fireline to the building
 - iv. Electric, gas, & telephone service coordination (utility companies will provide design of any private utility main extensions required)
 - b. Parking lot & driveway paving (public roadway improvements are not required)
 - c. Storm water improvements as necessary for proper drainage (detention not required)
 - d. Chainlink Fencing & Gates
 - e. Low Voltage Infrastructure for future Security System (by others)
 - a. Exterior Lighting (Compliant with Dark Sky Strategy)
 - b. Coordinate with Septic Tank Disposal Facility (by others), located on the same site

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

1. Project Administration
 - a. Prepare agendas and minutes for all meetings.
 - b. Attend monthly meetings as necessary for completion of the project.
 - c. Prepare, monitor and update project schedule
 - d. Prepare claims and monitor project budget
2. Preliminary Design
 - A. Report
 - i. Truck path evaluation to determine ideal building location for proper access to and flow through the site.
 - ii. Process flow evaluation to design efficient building layout and operation
 - iii. Provide cost estimate for proposed building and site improvements.
 - iv. Identify key equipment and recommendations.
 - v. Coordination of the project with other potential improvements at the site.
 - vi. Include rendering of proposed site design to assist with public meetings.

- vii. Provide report in electronic (draft and final) and hardcopy (final – 3 copies) formats.
 - B. Plans
 - i. Preliminary plans depicting sufficient information for thirty (30) percent review including, but not limited to:
 - 1. Site Layout showing all proposed improvements including structures, paving, utilities, service lines, or other improvements necessary to construct the facility.
 - 2. Architectural
 - 3. Foundation
 - 4. Mechanical/Electrical/Plumbing
 - 5. Site Security and Fencing
 - 6. Site Control/Access Improvements (low voltage infrastructure only)
 - ii. Coordinate the project design with all known existing and proposed utilities.
 - C. Topographic Survey (refer to attached detailed scope of work)
 - i. Provide full topographic survey including all surface features and marked utilities at both potential locations
 - ii. Establish a minimum of two (2) benchmarks adjacent to the project necessary to facilitate proper completion of the project
 - iii. Provide measurements and invert elevations for all access structures such as manholes, vaults, valves, etc.
 - D. Geotechnical Investigation (refer to attached detailed scope of work)
 - i. Perform geotechnical services necessary to determine conditions for design of foundations and paving.
 - E. Public Meetings
 - 3. Final Design and Construction Bid Documents
 - a. Prepare final plans and specifications for bidding.
 - b. Compliant submittal for obtaining City of Norman permit(s) for construction. Revisions necessary to meet code requirements will be the responsibility of the Architect and at no additional cost to the OWNER.
 - c. Generate updated cost estimate.
 - d. Provide bidding services:
 - i. Prepare addendum(a) as necessary.
 - ii. Attend and manage mandatory Pre-Bid Conference.
 - iii. Review bids and recommend to the OWNER for an award.
 - 4. Construction Services
 - A. Construction Administration
 - i. Provide construction administration services throughout construction
 - ii. Assist with the Pre-Work Conference.
 - iii. Review testing company reports and review and recommend approval/rejection of claims.
 - iv. Attend construction progress meetings.
 - v. Review contract pay estimates and recommend approval/rejection of claims.
 - vi. Review and approve or reject submittals.
 - vii. Review and respond to Requests for Information from the contractor.
 - viii. Prepare field changes, amendments, and/or change orders necessary to facilitate construction of the project.
 - B. Record Drawings
 - i. Provide hardcopy and electronic (PDF and CAD or GIS) as-built record documents within 30 days of completion of the project.
 - ii. Submit permanent control points with as-builts.

ATTACHMENT B3
Household Hazardous Waste Facility

The ARCHITECT will provide services necessary to facilitate the design and construction of the Household Hazardous Waste Facility. The project generally includes the following:

1. Household Hazardous Waste Facility
 - a. Located on the east side of the Norman Transfer Station site
 - b. Storage/Office Building Sized to Allow for Proper Work Flow – Approximately 60' x 60' with Proper Lighting and HVAC
 - c. Storage Areas for Received Material Storage with necessary lighting and ventilation
 - d. Configuration for Proper Facility Flow
 - e. Pre-Engineered Metal Building with Modifications as Necessary to Meet Building Code and Zoning Requirements
 - f. City of Norman Compliant/Permittable Facility
2. Site Improvements (Including but not limited to)
 - a. Utilities and Service Connections
 - i. Water & sewer services only
 - ii. Sanitary sewer service connection
 - iii. Domestic and fire service connections
 - iv. Electric, gas, & telephone service coordination (utility companies will provide design of any private utility main extensions required)
 - b. Parking lot & driveway paving (public roadway improvements are not required)
 - c. Storm water improvements as necessary for proper drainage with following additions/clarifications:
 - i. No detention
 - ii. Required documentation necessary to obtain Floodplain Permit
 - d. Chainlink Fencing & Gates
 - e. Low Voltage Infrastructure for future Access/Security System (by others)
 - f. Exterior Lighting (Compliant with Dark Sky Strategy)

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

1. Project Administration
 - a. Prepare agendas and minutes for all meetings.
 - b. Attend monthly meetings as necessary for completion of the project.
 - c. Prepare, monitor and update project schedule
 - d. Prepare claims and monitor project budget
2. Preliminary Design
 - a. Report
 - i. Process flow evaluation to design efficient building layout and operation
 - i. Provide cost estimate for proposed building and site improvements.
 - ii. Identify key equipment and recommendations.
 - iii. Coordination of the project with other potential improvements at the site.
 - iv. Include rendering of proposed site design to assist with public meetings.
 - v. Provide report in electronic (draft and final) and hardcopy (final – 3 copies) formats.
 - b. Plans
 - i. Preliminary plans depicting sufficient information for thirty (30) percent review including, but not limited to:

1. Site Layout showing all proposed improvements including structures, paving, utilities, service lines, or other improvements necessary to construct the facility.
 2. Architectural
 3. Foundation
 4. Mechanical/Electrical/Plumbing
 5. Site Security and Fencing
 6. Site Control/Access Improvements
 - ii. Coordinate the project design with all known existing and proposed utilities.
 - c. Topographic Survey (refer to attached detailed scope of work)
 - i. Provide full topographic survey including all surface features and marked utilities at both potential locations
 - ii. Establish a minimum of two (2) benchmarks adjacent to the project necessary to facilitate proper completion of the project
 - iii. Provide measurements and invert elevations for all access structures such as manholes, vaults, valves, etc.
 - d. Geotechnical Investigation (refer to attached detailed scope of work)
 - i. Perform geotechnical services necessary to determine conditions for design of foundations and paving.
 - e. Public Meetings
3. Final Design and Construction Bid Documents
- a. Prepare final plans and specifications for bidding.
 - b. Compliant submittal for obtaining City of Norman permit(s) for construction. Revisions necessary to meet code requirements will be the responsibility of the Architect and at no additional cost to the OWNER.
 - c. Generate updated cost estimate.
 - d. Provide bidding services:
 - i. Prepare addendum(a) as necessary.
 - ii. Attend and manage mandatory Pre-Bid Conference.
 - iii. Review bids and recommend to the OWNER for an award.
4. Construction Services
- a. Construction Administration
 - i. Provide construction administration services throughout construction
 - ii. Assist with the Pre-Work Conference.
 - iii. Review testing company reports and review and recommend approval/rejection of claims.
 - iv. Attend construction progress meetings.
 - v. Review contract pay estimates and recommend approval/rejection of claims.
 - vi. Review and approve or reject submittals.
 - vii. Review and respond to Requests for Information from the contractor.
 - viii. Prepare field changes, amendments, and/or change orders necessary to facilitate construction of the project.
 - b. Record Drawings
 - i. Provide hardcopy and electronic (PDF and CAD or GIS) as-built record documents within 30 days of completion of the project.
 - ii. Submit permanent control points with as-builts.

ATTACHMENT C1
Truck Wash Facility

COMPENSATION

Tasks	Task Fee
Task 1A – Project Administration	\$3,000
Task 1B – Topographic Survey (Allowance)	\$4,800
Task 1C – Geotechnical Investigation and Report (Allowance)	\$4,250
Task 2 – Preliminary Design	
Task 2A – Design Report	\$6,000
Task 2B – Preliminary Plans (65% Complete)	\$8,250
Task 2C – Public Meetings	\$700
Task 3 – Final Design and Bidding	
Task 3A – Final Design and Construction Bid Documents	\$19,500
Task 3B – Bidding as Separate Project (Allowance)	\$1,750
Task 4 – Construction Services	
Task 4A– Limited Construction Administration	\$10,400
Task 4B – Record Drawings	\$3,400
Totals	\$62,050

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

ATTACHMENT C2
Container Maintenance Facility

COMPENSATION

Tasks	Task Fee
Task 1A – Project Administration	\$3,400
Task 1B – Topographic Survey (Allowance)	-
Task 1C – Geotechnical Investigation and Report (Allowance)	-
Task 2 – Preliminary Design	
Task 2A – Design Report	\$7,000
Task 2B – Preliminary Plans (65% Complete)	\$11,700
Task 2C – Public Meetings	\$2,000
Task 3 – Final Design and Bidding	
Task 3A – Final Design and Construction Bid Documents	\$32,050
Task 3B – Bidding as Separate Project (Allowance)	\$1,450
Task 4 – Construction Services	
Task 4A– Limited Construction Administration	\$11,350
Task 4B – Record Drawings	\$3,400
Totals	\$72,350

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

ATTACHMENT C3
Household Hazardous Waste Facility

COMPENSATION

Tasks	Task Fee
Task 1A – Project Administration	\$3,400
Task 1B – Topographic Survey (Allowance)	\$4,600
Task 1C – Geotechnical Investigation and Report (Allowance)	\$3,050
Task 2 – Preliminary Design	
Task 2A – Design Report	\$6,000
Task 2B – Preliminary Plans (65% Complete)	\$11,100
Task 2C – Public Meetings	\$1,750
Task 3 – Final Design and Bidding	
Task 3A – Final Design and Construction Bid Documents	\$26,150
Task 3B – Bidding as Separate Project (Allowance)	\$1,450
Task 4 – Construction Services	
Task 4A– Limited Construction Administration	\$11,350
Task 4B – Record Drawings	\$3,450
Totals	\$72,300

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