

CONTRACT FOR ARCHITECTURAL SERVICES

Project No. _____

[Project Name]

FIXED LIMIT OF CONSTRUCTION: \$ _____

This Contract for Architectural Services (“Contract”) is entered into by and between _____ (“Architect”), and The City of Oklahoma City, a municipal corporation (“City”), each a “Party” and collectively the “Parties.”

WITNESSETH

WHEREAS, the City intends to construct _____ (“Project”) and desires to engage the professional services of an Architect to design the Project; and

WHEREAS, the Architect has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects, engineers and planners adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, November 18, 1986, and August 29, 2023; and

WHEREAS, the Architect will provide Architectural Services to design the Project for the City in accordance with the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the Project, the Parties agree to the following:

ARTICLE 1 | SCOPE OF CONTRACT

1.1 Purpose. The City hereby retains the Architect and the Architect agrees to perform the Services for the Project as described and pursuant to the terms and conditions set forth herein.

1.2 Scope of Contract.

A. This document, together with the following exhibits, represents the entire and integrated Contract between the Parties and supersedes all prior negotiations and agreements, either written or oral.

B. The following exhibits are incorporated in and made a part of this Contract as if fully set out herein:

Exhibit A – Scope of Work

Exhibit B – Compensation

Exhibit C – Anti-Collusion Affidavit

Exhibit D – Business Relationship Affidavit

Exhibit E – Additional Services

Exhibit F – Certificate of Non-Discrimination

Exhibit G – Firearm Non-Discrimination Verification

- C. Any reference to the Contract herein shall also include all of the above-listed incorporated exhibits.
- D. If there is a conflict in language, terms, conditions, or provisions, between the text of this document and any language, term, condition, or provision in any exhibit, then the text of this document shall govern and control.

1.3 Definitions. For all purposes of this Contract, except as otherwise expressly provided herein or unless the context hereof otherwise requires, the following words and terms shall have the following meanings:

“Applicable Laws” means all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all federal, state, and local governments, agencies, and officials, that now or at any time hereafter may be applicable to the design, development, construction, or use or condition of the Project.

“Architectural Services” or **“Services”** means the professional services required by and incidental to performing this Contract in accordance with the terms herein.

“Bidding Documents” means the documents upon which subcontractors bid to procure materials for or construct this Project, or portion thereof, which includes:

- A. Those drawings and plans and specifications illustrating or describing the scope, quality, design, and scale of the Project or portion thereof applicable to each bid package;
- B. The City’s Standard Specifications for Construction of Public Improvements incorporated by reference;
- C. Any addenda approved by the City; and
- D. Any other terms and conditions made part of the notice to bidders.

“City Engineer” means the City Engineer of the City or designee.

“Construction Contract” means those terms and conditions that constitute the contract between the City and the Construction Contractor or Construction Manager (if applicable) for the construction of the Project.

“Construction Contractor” means the person or persons, partnership, company, firm, corporation, or other entity awarded or to be awarded the contract for the construction of this Project.

“Construction Documents” means those drawings and plans and specifications approved by the Architect and accepted by the City setting forth in detail all of the Work, materials, and conditions required for the construction and completion of the Project, including but not limited to the City’s Standard Specifications for the Construction of Public Improvements and Applicable Laws.

“**Construction Manager**” means the construction entity selected or to be selected by the City pursuant to the Public Construction Management Act for Political Subdivisions, 61 O.S. §§ 215 *et seq.*, to (i) provide preconstruction services for the Project to the City in coordination with the Architect, which includes, but is not limited to, design review, cost control, value engineering, constructability evaluation, and preparation of bid packages; and (ii) to administer the construction and completion of the Project.

“**Drainage Report**” means a technical report that assesses the Project's stormwater runoff and proposes solutions to manage it effectively, which will include (i) all storm sewer design calculations to support the storm sewer design in the Project plans and (ii) drainage maps.

“**Effective Date**” means the date upon the execution and delivery of this Contract by the Parties.

“**Estimated Maximum Construction Costs**” or “**EMCC**” means the amount estimated by the Construction Manager to construct the Project or phase or portion thereof (if applicable).

“**Fixed Limit of Construction**” means the not-to-exceed amount designated by the City as the maximum amount available for the construction cost of the Project.

“**Pre-Bid Conference**” means a meeting with the City and potential bidders to discuss the Project, clarify specifications, and ensure potential bidders have a clear understanding of the Project and bidding requirements.

“**Project Manager**” means the individual designated by the City Engineer to manage the design and construction of the Project on behalf of the City Engineer.

“**Utility Conference**” means a meeting with the Architect, the City, the Construction Contractor or the Construction Manager (if applicable), and impacted utility companies to discuss utility impacts, right of way acquisition, and utility relocations for the Project.

“**Work**” means the work or services performed by the Construction Contractor or Construction Manager (if applicable) and their subcontractors in the performance of constructing the Project.

Article 2 | BASIC SERVICES

2.1 Tasks. The Architect is hereby engaged and employed by the City to perform in accordance with good Architectural practices and in the best interest of the City in accordance with the professional standard of care all of the Services as set out in this Contract, including but not limited to the following:

Task 1A – Construction Manager Preparation Services

If the City intends to secure a Construction Manager for the Project, the Architect will:

- (1) **Understand Construction Management Method.** Review and understand Oklahoma law pertaining to the construction management at risk (CMAR) delivery method for public construction projects pursuant to the Public Construction Management Act for Political Subdivisions, 61 O.S. §§ 215 *et seq*, the Public Competitive Bidding Act of 1974, 61 O.S. §§ 101 *et seq*, and the Fair Pay for Construction Act, 61 O.S. §§ 221 *et seq* and be familiar with the City’s CMAR contract template.
- (2) **Construction Manager Solicitation.** Prepare a scope for the Project to include an estimated cost to complete the Project and a Project schedule, all to be used for the City’s solicitation of a Construction Manager for the Project.
- (3) **Construction Manager Selection.** Review proposals received from City’s CMAR solicitation for this Project and rank their qualifications and experience according to established City processes. The Architect will attend the City’s CMAR interviews and offer comments and make recommendations to the City as appropriate.

Task 1B – Programming and Conceptual Design Services

- (1) See Exhibit A for the Scope of Work related to this Task.

Task 1C - Preliminary Report Services

- (1) **Requirement Evaluation.** The Architect in coordination with the Construction Manager (if applicable) will ascertain, review, and evaluate the City’s design objectives, constraints, criteria, and other requirements for the Project.
- (2) **Project Components.** The Architect will review with the City and Construction Manager (if applicable) site use, improvements, selection of materials, building systems and equipment, construction methods, and methods of Project delivery.
- (3) **Ownership Map.** The Architect will complete and submit to the City and the Construction Manager (if applicable) within thirty (30) calendar days of written notice to proceed with this task from the City Engineer a geographical or plat map that visually represents property boundaries and the legal ownership details for the area relevant to the Project.
- (4) **Property Acquisition.** As applicable and requested by the City Engineer, the Architect will survey and prepare legal descriptions and temporary and permanent easements and right-of-way for any property that will need to be acquired by the City to accommodate the Project, assist the City with negotiating and acquiring such property, and provide a proposal for staking easements and right-of-way.

- (5) **Schematic Design Studies.** The Architect will in coordination with the Construction Manager (if applicable) prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of Project components.
- (6) **Schematic Design Submittal.** The Architect will provide the City and the Construction Manager (if applicable) with a PDF copy and three (3) hard copies of the prepared schematic design studies for review, comment, and City Engineer approval to proceed with preparing a preliminary report.
- (7) **Meetings and Conferences.**
 - A. The Architect will hold all necessary meetings and conferences with the City, utilities, stakeholders, regulatory agencies, Construction Manager (if applicable), and all other interested parties.
 - B. The Architect will also hold and manage at least one (1) Utility Conference at a location and time determined by the City Engineer.
- (8) **Construction Cost.** The Architect will prepare a construction cost estimate for the Project; provided, however, to the extent the City has secured a Construction Manager for the Project, the Construction Manager will be responsible for preparing construction costs estimates and the Architect will assist the Construction Manager as requested and as appropriate.
- (9) **Preliminary Report.** The Architect shall prepare from the approved schematic design studies a Preliminary Report for the Project. The Preliminary Report will:
 - A. Consist of drawings and other documents to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, preliminary site drawing, materials and such other essentials as may be appropriate, all of which will conform with the City's Standard Specifications for the Construction of Public Improvements and Applicable Laws;
 - B. Include the building permits and licenses required for the Project, with a complete set of plans for each permit or license required;
 - C. Include a topographical survey of the site, layout of any existing, proposed, or recommended sanitary sewers, water lines, storm sewers, other underground obstructions, street improvements, site drainage and detention studies as appropriate, any or all of which might affect the construction of this Project;
 - D. Include well-established utility and right-of-way or easement requirements for the Project;
 - E. Include, if applicable, a drainage study to determine one hundred (100) year flood elevation with complete computations and calculations; and
 - F. Cover the total construction of the Project by phases or sections and recommend the order of construction and completion of each phase of construction.
- (10) **Preliminary Report Submittal.** The Architect will provide the City and the Construction Manager (if applicable) with a PDF copy and three (3) hard copies of the prepared Preliminary Report for review, comment, and City Engineer approval.

- (11) **Submittal Format.** All design, studies, plans, and reports shall be prepared using the appropriate updated title sheet provided on the City's website.
- (12) **Revisions.** The Architect will promptly make revisions and additions to design, studies, plans, and reports as requested by the City Engineer.
- (13) **Architect Recommendation.** The Architect shall recommend the Preliminary Report be received by the City.
- (14) **Geotechnical Investigation.**
 - A. The Architect will recommend to the City the name of a geotechnical investigation or service firm from the City's listing of on-call engineering and testing laboratory contract firms.
 - B. The Architect will procure all geotechnical services related thereto, including, but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design.
 - C. The Architect will also identify and coordinate all requirements for geotechnical investigation, including, but not limited to, sampling and analysis of water, soil, rock, and other substances by the geotechnical firm as appropriate.
 - D. The Architect shall submit to the City the geotechnical investigation proposal/contract with their scope of work for the Project.

Task 2 - Final Plan Services

- (1) **Prepare Final Plans.** Based on the approved Preliminary Report in whole or in part by the City and any adjustments authorized by the City, the Architect shall proceed as directed in writing by the City Engineer to prepare detailed final plans and specifications in conformance with the City's Standard Specifications for the Construction of Public Improvements and Applicable Laws.
- (2) **Conformity to Standard Specifications.** To the extent the Architect identifies any non-conformity with the City's Standard Specifications for the Construction of Public Improvements in Project plans and specifications but approves of such non-conformity, the Architect will document each instance, provide a basis therefore, and bring the non-conformities to the attention of the City Engineer no later than at next appropriate stage of review.
- (3) **Review.** At intervals appropriate to the progress during this task or as otherwise requested by the City, the Architect shall provide design studies and updated plans and specifications to the City and the Construction Manager (if applicable) for review.
- (4) **Meetings and Consultations.** The Architect will meet with the City and the Construction Manager (if applicable) at any time requested for consultation or conference as directed by the City Engineer.

- (5) **Review of Construction Manager Submissions.** To the extent the City has already secured a Construction Manager for the Project during this Task 2, the Architect will timely review and provide feedback on submissions from the Construction Manager, to include, but not limited to, the Construction Manager's Project Estimated Maximum Construction Cost, schedule, and bid packages.
- (6) **60% Design Responsibilities.**
- A. **Submissions and Resolution.**
- i. When 60% design is accomplished, the Architect will provide the Construction Manager for review (if applicable) and City for review and approval with:
 - a. A PDF copy of the 60% plans fully incorporating and resolving all previous feedback and direction from and to the satisfaction of the City Engineer and any other information or assistance requested to facilitate the Construction Manager's 60% design responsibilities with the City (if applicable);
 - b. A detailed construction cost estimate for said improvements, extensions, and repairs (if the City has not secured a Construction Manager for the Project during this task);
 - c. A Drainage Report supporting the 60% plans; and
 - ii. After City review, the Architect will promptly resolve any conflicts or issues identified during review and will incorporate all recommended changes prior to submitting 90% plans.
 - iii. This submittal does not stop, impact, or otherwise delay the Architect's contract-allotted time for completion and submittal of final plans and specifications.
- B. **Notice to and Coordination with Public Utilities.** When 60% design is accomplished, the Architect will:
- i. Notify all known utility companies and other entities with facilities affected by the proposed Project and furnish them with a copy of the 60% plans;
 - ii. Initiate, coordinate, and administer necessary utility and facility relocations or modifications for the Project;
 - iii. Compile all necessary documents for review of the relocation plan, including schedule and cost;
 - iv. Revise the 60% plans to incorporate any utility relocations and any project plan revisions;
 - v. Conduct a final conference on the 60% plans with the utilities and affected entities to confirm and affirm the plans, the costs, and the schedule; and
 - vi. Provide a written relocation schedule with the current status of the relocation timelines to the City's Project Manager.
- C. **Engineering Services Required.** Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Architect shall procure the aid of a registered professional engineer to prepare construction documents as may be required for these improvements and submit same to the City Engineer for approval. Detailed construction plans will be required on all storm

sewer, sanitary sewer, waterlines, and paving construction in accordance with the following:

- i. Plans will include a profile of all proposed improvements and indicate right-of-way and easements, existing or to be acquired.
- ii. Plans will include a complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc.
- iii. Plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
- iv. The horizontal scale used on plan and profile sheets shall be 1"=30' or 1"=40'. The vertical scale shall be 1"=3' or 1"=4'.
- v. Sheet size shall be 24" x 36".
- vi. All street returns shall have a minimum thirty (30) foot radii. Driveway returns shall have a minimum of twenty (20) foot radii.
- vii. On construction plans the streets should reflect the name, existing surface and existing and proposed right-of-way width.
- viii. All utility easements shall have a minimum width of fifteen (15) feet.
- ix. All elevations shown on the plans shall be based on United States Geological Survey datum.

(7) 90% Design Responsibilities.

- A. When 90% design is accomplished, the Architect will provide the Construction Manager for review (if applicable) and City for review and approval with:
 - i. A PDF copy of the 90% plans fully incorporating and resolving all previous feedback and direction from and to the satisfaction of the City Engineer and any other information or assistance requested to facilitate the Construction Manager's 90% design responsibilities with the City;
 - ii. A detailed construction cost estimate for said improvements, extensions, and repairs (if the City has not secured a Construction Manager for the Project during this task);
 - iii. A Drainage Report supporting the 90% plans; and
- B. After City review, the Architect will promptly resolve any conflicts or issues identified during review and will incorporate all recommended changes prior to submitting 95% plans.
- C. This submittal does not stop, impact, or otherwise delay the Architect's contract-allotted time for completion and submittal of final plans and specifications.

(8) 95% Design Responsibilities.

- A. When 95% design is accomplished, the Architect will provide the Construction Manager for review (if applicable) and City for review and approval with:
 - i. A PDF copy of the 95% plans fully incorporating and resolving all previous feedback and direction from and to the satisfaction of the City Engineer and any other information or assistance requested to facilitate the Construction Manager's 95% design responsibilities with the City;

- ii. A detailed construction cost estimate for said improvements, extensions, and repairs (if the City has not secured a Construction Manager for the Project during this task);
 - iii. A Drainage Report supporting the 95% plans; and
 - B. After City review, the Architect will promptly resolve any conflicts or issues identified during review and will incorporate all recommended changes prior to submitting the final plans and specifications.
- (9) **Final Plans Submittal.** Based upon all foregoing reviews, requests, revisions, and approvals, the Architect will prepare and furnish final plans and specifications for the Project to the Construction Manager for review (if applicable) and the City for approval. The Architect will furnish the City with two (2) full size sets, three (3) half size sets, and a PDF of the final plans and specifications, all at no additional cost to the City.
- (10) **Final Plan Requirements.**
- A. Final plans and specifications shall be prepared using the appropriate updated title sheet provided on the City's website.
 - B. The horizontal scale used on plan and profile sheets shall be 1"=30' or 1"=40'; the vertical scale shall be 1"=3' or 1"=4'; and the sheet size shall be 24" x 36".
 - C. The Architect must indicate on final plans and profiles all water lines, sanitary sewer lines, storm water facilities, gas lines, oil lines, telephone and communication conduits, and all other surface and underground obstructions, which might affect the construction of the Project.
 - D. Prior to the submission of the final plans and specifications to the City, the Architect shall identify all required permits and licenses for the Project, and submit plans and specifications required for review by the City department and any other governmental or regulatory entity whose approval is required for granting building permits and other required permits, licenses and approvals.
 - E. Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire Project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. The Architect shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed Project construction. All surveys and control points shall be tied to the City's GIS control network and datum. Benchmarks will be established by the Architect and must provide and maintain all additional surveys, construction staking, field controls and benchmarks in accordance with the City's Standard Specifications for Construction Staking.
 - F. Final design will include a Drainage Report supporting the final plans and specifications.

Task 3 - Bidding Services

- (1) **Meetings.** The Architect will meet with the City and its representatives and the Construction Manager (if applicable) at any time requested or directed by the City for consultation or conference.

- (2) **Prepare Bid Packages.** The Architect will prepare bid packages for long-lead material and equipment and bid packages for the City for review or provide input on long-lead material and equipment and bid packages prepared by the Construction Manager (if applicable). The Architect will ensure the bid packages comply with the City's Standard Specifications for the Construction of Public Improvements and Applicable Laws.
- (3) **Develop Special Questionnaires.** Provide support and assistance to the City and Construction Manager (if applicable) to develop special questionnaires for trades that do not have City pre-qualification categories and requirements.
- (4) **Pre-Bid Conference.** The Architect shall hold at least one (1) Pre-Bid Conference at such location and time determined by the City Engineer and in coordination with the Construction Manager (if applicable).
- (5) **Addenda.** The Architect will timely prepare and submit to the City and the Construction Manager (if applicable) for review and approval addenda answering all questions regarding the Project raised at the Pre-Bid Conference or submitted through the electronic bidding system.
- (6) **Bid Recommendations.**
 - A. Once bids are opened or quotes are received but prior to award, the City will promptly provide the Architect with a copy of the bids or quotes.
 - B. The Architect will, within two (2) Business Days of receipt:
 - i. Review the bids or quotes;
 - ii. Identify any bids or quotes believed to be unbalanced;
 - iii. Provide its recommendation to the City and the Construction Manager (if applicable) for the lowest and best responsible bidder or quoter; and
 - iv. If recommending other than the lowest bidder or quoter the Architect will provide a detailed written statement of the reason for its recommendation.
- (7) **Bids Exceeding Fixed Limit of Construction.** If all timely and properly submitted bids exceed the Fixed Limit of Construction, the Architect, at no increase or additional cost to the City, shall promptly redesign the Project and redraft the Bidding Documents so that the bids pursuant to a subsequent solicitation come within the Fixed Limit of Construction and will participate in the rejection and re-advertising of Bidding Documents.
- (8) **Assistance.** The Architect shall assist, review, and make recommendations to the City and Construction Manager (if applicable) on all bidding issues.

Task 4 - Construction Administration Services

- (1) **Contract Administration.** The Architect shall provide administration of the Construction Contracts during construction until final acceptance of the Project; provided, however, to the extent the City has secured a Construction Manager for the Project, the Construction Manager will administer the Construction Contracts and the Architect will only provide support to the Construction Manager and City as needed.

- (2) **Site Visits and Meetings.** The Architect shall observe and review the Work at intervals appropriate to the stage of construction and the nature of the activities being undertaken by the Construction Contractor or Construction Manager (if applicable) and as requested by the City Engineer or Project Manager to become familiar with the Work and to determine whether such Work is proceeding in accordance with the Construction Documents. The Architect will make a site visit or attend a progress meeting not less often than every other week during construction of the Project. Promptly after such visits and meetings, the Architect will provide to the City reports detailing the progress and quality of the Work and any defects or deficiencies in the Work.
- (3) **Pre-Work Conferences.** The Architect will assist in coordination of pre-work conferences for the Construction Contractor or Construction Manager (if applicable), the City, and all other interested parties.
- (4) **Alignment.** The Architect will (i) establish permanent horizontal and vertical alignment control points throughout the entire Project limits from which the Construction Contractor or Construction Manager (if applicable) shall set its control for construction (if applicable to this Project, the Architect will also provide bridge centerline horizontal and vertical control points); and (ii) provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum.
- (5) **Review of Staking.** Construction staking is to be performed by the Construction Contractor or Construction Manager or its Subcontractors (if applicable). The Architect will periodically affirm for the City that staking and grade are done in accordance with the City's Standard Specifications for Public Improvements and Project plans and specifications.
- (6) **Interpretation of Plans.** The Architect will provide interpretations of the Construction Documents necessary for the proper execution or progress of the Work with reasonable promptness upon request of the City Engineer or Project Manager or the Construction Contractor or Construction Manager (if applicable). The Architect will prepare and provide written decisions within a reasonable time but in no event later than seven (7) calendar days following receipt of a request.
- (7) **Ensuring Compliance and Reporting Progress and Defects.**
 - A. The Architect is responsible for ensuring that Work is proceeding in accordance with the Construction Documents.
 - B. The Architect will periodically review as-built drawings as may be appropriate or required by the City or its contracts with the Construction Contractor or contractors or the Construction Manager (if applicable).
 - C. The Architect will keep the City and the Construction Contractor or Construction Manager (if applicable) informed of the progress of the Work.
 - D. If the Architect becomes aware of any defective or damaged material which is or may be incorporated into the Work, the Architect will promptly inform the

applicable contractor and then the Construction Contractor or Construction Manager (if applicable) and then the City.

- E. The Architect shall recommend rejection to the City Engineer of Work that does not conform to the Construction Documents.

(8) Document Review and Response.

- A. The Architect will review and approve or disapprove or take other appropriate action with respect to requests for information, change order requests, amendments, field changes, and all submissions from the Construction Contractor or Construction Manager (if applicable) and subcontractors in an expeditious manner so as not to delay progress of the Work but no longer than fourteen (14) calendar days from receipt of documents.
- B. The Architect's review will be for (i) compliance with Applicable Laws, (ii) conformance of such documents with the Project design concept and plans and specifications and Construction Documents, and (iii) determining whether the Work when completed will be in compliance with the Construction Documents; provided, the approval of a specific item shall not be construed to be an approval of an assembly of which the item is a component.
- C. The Architect will maintain a listing of all documents received and created and their status.

(9) Preparation of Documents and Drawings.

- A. The Architect will prepare clarification drawings, change orders, field changes, amendments, and any other documents appropriate to perform this Contract as needed and upon request of the City or the Construction Contractor or the Construction Manager (if applicable).
- B. The Architect will make revisions to the Construction Documents as needed.
- C. The Architect will provide such documents to the Construction Contractor or Construction Manager (if applicable) for review and the City for approval.

(10) Responsibility Limitations.

- A. The Architect does not guarantee the Construction Contractor's or Construction Manager's (if applicable) performance with their Construction Contracts with the City. The Architect is not responsible for and will not have control over or charge of construction means, methods, techniques, sequences, or procedures in connection with the Work nor is the Architect responsible for any failure of the Construction Contractor or Construction Manager (if applicable) to carry out the Work in accordance with the Construction Documents.
- B. The Architect does not guarantee the performance of the contract by the Construction Contractor or Construction Manager (if applicable), nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and it shall not be responsible for a Construction Contractor's or Construction Manager's (if applicable) failure to carry out the Work in accordance with the Construction Contract.

(11) **Record of Work.** The Architect will collect and keep a record of the Work performed by any contractor on this Project and provide to the City Engineer and the Construction Contractor or Construction Manager (if applicable) a monthly progress report covering the Work performed.

(12) **Review of Claim Vouchers.**

A. **Laboratory Claims.** The Architect will review and recommend approval of testing laboratory claim vouchers within ten (10) business days of receipt of claim.

B. **Regular Pay Claims.**

- i. The Architect will review claim vouchers submitted by the Construction Contractor or the Construction Manager (if applicable):
 - a. To ensure the claims are complete and in accordance with Section 112 of the City's Standard Specifications for the Construction of Public Improvements; and
 - b. To determine the amounts owing based on inspections at the site and evaluation of the claims.
- ii. The Architect will approve or reject such claims within seven (7) calendar days of receipt.
- iii. The Architect will certify to the City that the Work for which payment is sought has been performed and progressed as indicated and is in accordance with the Construction Documents and that Construction Contractor or contractor or Construction Manager (if applicable) is entitled to payment of the amount certified.
- iv. The Architect will use reasonable efforts to resolve any discrepancy in the claims or dispute therefrom which may exist between the Architect and the Construction Contractor or Construction Manager (if applicable) prior to submitting its certification to the City.

C. **Final Pay Claim.**

- i. The Architect will review the final claim voucher submitted by the Construction Contractor or Construction Manager (if applicable):
 - a. To ensure the final claim is complete and in accordance with Section 112 of the City's Standard Specifications for the Construction of Public Improvements; and
 - b. To determine the final amount owing based on inspections at the site and evaluation of the claim.
- ii. The Architect will approve or reject the final claim within fourteen (14) days of receipt.
- iii. The Architect will certify to the City that the Work for which final payment is sought has been performed and progressed as indicated and is in accordance with the Construction Documents and that Construction Contractor or Construction Manager (if applicable) is entitled to payment of the amount certified.
- iv. The Architect will use reasonable efforts to resolve any discrepancy in the final claim or dispute therefrom which may exist between the Architect and the Construction Contractor or Construction Manager (if applicable) prior to submitting its certification to the City.

(13) Inspections and Observations.

- A. *General.* The Architect will observe major systems and equipment on site to determine conformance to approved shop drawings, product data, and samples and will carry out inspections of the Work and Materials as may be appropriate or necessary to perform this Contract. At any time during construction, the Architect may be given the authority to require additional inspection or testing of the Work or Materials by the City Engineer.
- B. *Pre-Final Inspection.* The Architect shall coordinate and conduct Pre-Final Inspections with the Construction Contractor or Construction Manager (if applicable) and the City's representatives to determine and certify to the City the substantial completion of the Work and shall develop a punch list of all Work remaining to achieve full compliance with the Construction Documents or a Final Inspection Report if no deficiencies are identified.
- C. *Final Inspection and Certification.* Upon the Construction Contractor's or Construction Manager's (if applicable) notice of completion of the punch list items, the Architect shall verify the completion of the punch list items and will then coordinate and conduct Final Inspections with the Construction Contractor or Construction Manager (if applicable) and the City's representatives. The Architect shall then submit to the City a Certificate of Completion wherein it is stated that all work performed by the Construction Contractor or Construction Manager (if applicable) was completed in accordance with the Construction Documents.

(14) Communications. Except as otherwise provided in this Contract, communications with the Architect's subconsultants will be through the Architect. Communications with the Construction Contractor's or Construction Manager's (if applicable) subcontractors and material suppliers will be through the Construction Contractor or Construction Manager (if applicable). Communications with other City contractors will be through the City. The Architect shall be available at all times for the purpose of communication.

Task 5 - Record Drawing Services

- (1) **Drawings.** Upon termination of this Contract or completion of the Work, the Architect shall, at its expense, correct the original drawings to show all as-built changes based on information from the Construction Contractor or Construction Manager (if applicable) and reflecting the actual construction of the Project and shall furnish to the City, without expense, electronic files in the latest AutoCAD version compatible with the City's current software and a PDF file in color. All written comments, changes, or other markings on the final drawings must be highlighted in **RED** color.
- (2) **Calculations.** Upon termination of this Contract or completion of the Work, the Architect shall also furnish the City, without cost to the City, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Architect shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
- (3) **GPS.** The Architect shall submit GPS permanent benchmark with as-built drawings.

- (4) **Manuals.** For all building or facility projects, the Architect shall provide to the City three copies of an Operations and Maintenance (O&M) Manual covering all systems and equipment constructed, installed, or remodeled as a part of the Project.
- (5) **Warranties.** The Architect will collect and provide to the City all written warranties and any related documents required by the Construction Documents and assembled by the Construction Contractor or Construction Manager (if applicable).

Article 3 | OTHER SERVICE TERMS AND CONDITIONS

3.1 Responsibilities with Construction Manager (If Applicable). For the duration of the term and performance of this Contract and all tasks herein, to the extent the City has secured a Construction Manager for the Project, the Architect will:

- A. Maintain continuous and effective lines of communication with, and be receptive and responsive to ideas, suggestions, inquiries, and requests from the Construction Manager and the City, and to perform in a manner designed to maximize agreeable resolutions of differences of opinion and disputes; and
- B. Inform the Construction Manager and the City of any advances or improvements in construction, design, or operational or safety technology which could result in cost savings, increased safety, increased efficiency, or other improvements of the Project.
- C. Provide the Construction Manager with all information, analysis, and documentation relating to the Project and all Work;
- D. Work with the Construction Manager with respect to coordinating, participating, and facilitating any inspection, testing, or analyses of any submittal, substitution, design draft, and Work performed or to be performed on or for the Project, and any portion thereof.
- E. Promptly and thoroughly review and study any and all analyses, reports, design, and other similar documents provided or prepared by the Construction Manager.

3.2 Relationship to Construction Manager (If Applicable) and City. The duties, obligations and responsibilities of the Architect under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of the Construction Manager (if applicable) to the City. It is expressly acknowledged and agreed by the Parties that the duties of the Architect to the City are independent of, and are not diminished by, any duties of the Construction Manager (if applicable) to the City. The City relies solely on the professional services, warranties, and representations of the Architect and the Construction Manager (if applicable) and assumes no responsibility for design or constructability.

3.3 Meetings and Reporting to the City. For the duration of the term and performance of this Contract and all tasks herein, the Architect will attend all meetings and conferences required by this Contract, as directed by the City Engineer, and those others as necessary to comply with the terms and conditions of this Contract, and take notes at each such meeting and prepare and deliver a report thereon to the City and Construction Manager (if applicable) in a timely manner but no later than seven (7) calendar days following such meetings.

3.4 No Claims for Extra Services. No claims for services of any kind, nature, or character other than those specifically set forth herein shall be recognized by, binding upon, or paid by the City unless such services are first approved in writing by the City Engineer.

3.5 Additional Services. Additional Services as enumerated in Exhibit E attached hereto shall only be provided upon prior written authorization from the City Engineer.

3.6 Notice to Proceed. The Architect shall proceed with providing Services upon receipt of a written notice to proceed from the City Engineer.

3.7 Deadlines. The Architect will complete the following tasks and submit all deliverables therefrom to the City Engineer in a form acceptable to the City Engineer within the periods of time specified:

- A. Task 1A Construction Manager Preparation Services within _____ calendar days of receipt of written notice to proceed with such task from the City Engineer.
- B. Task 1B Programming and Conceptual Design Services within _____ calendar days of receipt of written notice to proceed with such task from the City Engineer.
- C. Task 1C Preliminary Report Services within _____ calendar days of receipt of written notice to proceed with such task from the City Engineer.
- D. Task 2 Final Plan Services _____ calendar days of receipt of written notice to proceed with such task from the City Engineer.

3.8 City Review Time. The City will endeavor to complete review of submitted schematic studies, preliminary reports, final plans, and any other deliverables within thirty (30) calendar days upon receipt from the Architect.

3.9 Requests for Extension of Time. If the Architect reasonably believes it will be unable to perform any of the Services within the time frames allotted herein, the Architect may request an extension of time in writing to the City Engineer, explaining the reason for the request, indicating the length of extension believed necessary to perform the Services, and providing evidence showing that the Architect will be unable to complete such Services in the time specified in the notice to proceed for reasons beyond its control. The City Engineer shall have sole discretion to grant a reasonable extension of time. The Architect is prohibited from claiming damages for delays and extensions of time.

3.10 Standard of Care. 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. The Architect agrees to require all of its subconsultants, by the terms of their contracts, to provide services at the same standard of reasonable care required of the Architect.

3.11 Crime Prevention Through Environmental Design. The Crime Prevention through Environmental Design (CPTED) concept suggests that natural surveillance, natural access control, and territoriality can be effectively applied to a project and its surrounding environment to provide

safety for users. A CPTED design can also promote community confidence and improve natural surveillance methods to reduce/prevent common crime and vandalism.

The Architect should implement the concepts of CPTED, where appropriate, to reduce the real and perceived areas of potential problems during the project design.

3.12 Design Corrections. The Architect agrees to promptly make any necessary corrections to the designs, drawings, specifications or other documents, or Services furnished, when such documents or Services contain any errors, deficiencies or inadequacies caused by the Architect, at no cost to the City.

3.13 Notice of Design Limitations. The Architect will immediately advise the City at any time it believes that the Project being designed will exceed, or is likely to exceed, the Fixed Limit of Construction as set forth in this Contract.

3.14 Subconsultants and Subcontractors. The Architect agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Architect intends to engage to perform the Services herein. Such approval will not be unreasonably withheld. The Architect shall notify the City and seek pre-approval of any substitutions or changes in sub-consultants or sub-contractors.

3.15 Local Business Utilization Reporting.

- A. The Architect agrees to submit a Small, Local, and Minority Business Utilization ("LBU") Report to the City within fourteen (14) days of the issuance of the Notice to Proceed, to include the following information:
 - 1. A list identifying each of its subconsultants or subcontractors;
 - 2. The location and contact information of the principal place of business of each subconsultant or subcontractor;
 - 3. The status of each subconsultant and subcontractor and their class of business (e.g., local, small, minority, N/A);
 - 4. The general scope of work to be performed by each subconsultant or subcontractor;
 - 5. The dollar amount of each subcontract; and
 - 6. The tools and/or organizations used to locate and contact these businesses.
- B. The Architect further agrees to submit to the City a monthly report identifying the scope of work and amount of payments made to each subconsultant or subcontractor for the preceding month on a form provided by the City.

Article 4 | COMPENSATION AND PAYMENT

4.1 Compensation. The Architect will be compensated in accordance with this Article 4 and Exhibit B attached hereto.

4.2 Claim Procedures.

- A. The Architect will electronically submit claim vouchers and invoices with supporting documentation to the City for payment on a monthly basis.
- B. Claim vouchers and invoices will:

1. Set forth in detail the Services performed for which payment is sought;
 2. Match the formatting of Exhibit B to include subtasks;
 3. Identify the percentage of task completion on account of Services performed; and
 4. Contain the Architect's certification that the amounts paid and to be paid pursuant to submitted claims is approximately in proportion to Services completed.
- C. The City will review claims vouchers and invoices for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Architect will be promptly notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part.

4.3 Effect of Payment. Payment shall not be deemed to be approval of Services performed or waive any rights or obligations of the Parties to this Contract.

Article 5 | RECORDS

5.1 Records and Accounts.

- A. The Architect will maintain all Project records, including, but not limited to, the following records, for the term of this Contract (i) until the date five (5) years after the final acceptance of the completed Project by the City, or (ii) until the date of final resolution of any outstanding disputes between the Parties, whichever date is later: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the Project and its internal accounting records, and other supporting documents pertaining to the claims and invoices for costs of the Services of this Contract.
- B. The Architect must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis.
- C. The Architect shall permit periodic audits by the City and City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and the Architect, such agreement not to be unreasonably withheld.

5.2 Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be used, reproduced, distributed, and published in whole or part without permission or any additional payments or fees to the Architect. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Architect. The Parties may use any portions of said documents at their own risk and responsibility. Backup files of such documents are the property of the Architect.

5.3 Backup Required. In accordance with good architectural practices, the Architect must back up on a daily basis all data, CADD computer files, surveys, tests, work, plans, specifications, notes,

calculations, RFI, records, reports, documents (collectively referred to as “data”) in the form of an electronic file safe and secure location. Should any data become lost, corrupted, inaccessible, or unusable (collectively “loss”), the Architect must timely recreate all data within the original time frame of the Architectural contract at its sole cost. No extensions or additional time will be granted the Architect for loss of data. No additional payment or reimbursement will be made to the Architect for loss of data. The Architect will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.

Article 6 | INDEMNITY

6.1 Indemnification. To the fullest extent permitted by law, the Architect agrees to indemnify, defend, and hold harmless the City, any of its participating beneficiary trusts, and any of the City’s or trust’s officers, employees, agents, representatives, and contractors, against any and all liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the Architect, its officers, employees, agents, representatives, or subcontractors; provided, such indemnification will not exceed an amount that is proportionate to the degree of negligence or fault of the Architect, its officer, employees, agents, representatives, or subcontractors as agreed to by the Parties in writing or as adjudicated liable. 15 O.S. § 221A.

6.2 Notice. Each Party shall promptly notify the other Party in writing upon receipt of any action, suit, or proceeding arising under Section 6.1 of this Contract.

6.3 Architect Obligations Not Affected by Insurance. The Architect’s obligations and liability to indemnify the City and its participating beneficiary trusts as provided in Section 6.1 herein shall not be affected in any way by any terms of insurance or any refusal by the insurer to indemnify the Architect under its policies of insurance.

Article 7 | INSURANCE

7.1 Insurance Requirements. The Architect shall procure and maintain insurance for this Project in accordance with the terms and conditions in this Article 7 against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, its agents, representatives, subconsultants, or subcontractors.

7.2 Minimum Coverage. Coverage shall include the following policies with limits at least as broad as that set forth below:

- A. Worker's Compensation Insurance and Employer's Liability Insurance
 - a. Worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury or disease.
- B. Commercial General Liability Insurance

- a. Commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with limits not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate.
- C. Automobile Liability Insurance
 - a. Automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with limit no less than two million dollars (\$2,000,000) per occurrence for bodily injury and property damage.
- D. Professional Liability (Errors and Omissions) Insurance
 - a. Professional liability (errors and omissions) insurance appropriate to the Architect's profession with a limit of no less than two million dollars (\$2,000,000) per occurrence (or claim).

7.3 Coverage When City Trust Party. If the City and any of its public trusts are parties to this Contract, all terms and conditions in this Article 7 shall apply to both the City and such trusts, coverage minimums required herein will be increased by the same amounts for each such trust, and such trusts will also be named an additional insured.

7.4 Duration of Coverage. All insurance required under this Contract shall be procured and maintained in full force and effect:

- A. As of the Effective Date and as a condition of approval of this Contract; and
- B. Until Final Completion and Acceptance of the Project by the City's governing body.

Provided, however, if professional liability insurance is procured and maintained in the form of "claims-made" coverage, such coverage must include tail coverage and extend at least two (2) years past the date of Acceptance of the Project by the City's governing body.

7.5 Additional Insureds. All insurance (except worker's compensation, employer's liability, and professional liability policies) shall provide that the City is named additional insured required by contract subject to all policy provisions and limitations.

7.6 Occurrence Policies. All policies shall be in the form of "occurrence" coverage; provided professional liability insurance may be procured and maintained in the form of "claims-made" coverage, only if the Architect provides tail coverage that extends at least two (2) years past the date of Acceptance of the Project by the City's governing body.

7.7 Deductibles. No policy may have a deductible or self-insured retention exceeding twenty-five thousand dollars (\$25,000). The City may in its sole discretion approve deductibles or self-insured retentions in excess of twenty-five thousand dollars (\$25,000) if the Architect procures an irrevocable letter of credit naming the City as a loss payee or bond guaranteeing payment of the losses and related investigations, claim administration, and defense expenses not otherwise covered by the Architect's insurance because of deductibles or self-insurance retentions.

7.8 General Aggregate. Should any of the insurance required under this Contract be provided under a form of coverage that includes a general aggregate limit, either the general aggregate limit must apply separately to this Contract or the general aggregate limit shall be twice the required

occurrence limits. The Architect will fully replenish the general aggregate coverage immediately, but in no case more than ten (10) calendar days, whenever the amount of such aggregate coverage may be reduced below the requirements of this Contract.

7.9 Primary. Architect's insurance coverage shall be primary to any insurance or self-insurance program carried by the City, if any.

7.10 Subrogation Waived. The Architect hereby grants to the City a waiver of any right to subrogation which any insurer of the Architect may acquire against the City by virtue of the payment of any loss, damages, costs, or expenses under such insurance.

7.11 Severability of Interest. Except with respect to limits of insurance, all liability policies must provide that with respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured.

7.12 Authorized Companies. All insurance must be from responsible insurance companies which are licensed to transact business in the State of Oklahoma which has a rating of not less than A-VII, AM Best Services, in the most current addition of the Best's Key Rating Guide or otherwise acceptance to the City. The insurance policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of the State of Oklahoma.

7.13 Certificates. The Architect shall provide the City with certificates of insurance approved by the Oklahoma Insurance Commissioner evidencing compliance with the terms of this Article as a condition of approval of this Contract and on a timely basis upon request by the City. The certificates must:

- A. Include a Project name or title or a very brief description of the Project subject to the certificate, but will not include any contract or project number; and
- B. Recognize the City is named additional insured required by contract subject to all policy provisions and limitations.

7.14 Change or Cancellation.

- A. The Architect shall provide at least thirty (30) calendar days written notice to the City of any change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Contract.
- B. The failure to procure and maintain or lapse of any of the insurance policy or coverage required by this Contract is a breach of this Contract.
- C. If any insurance policy or coverage required by this Contract is changed, reduced, lapsed, suspended, cancelled, terminated, or otherwise not in full force and effect for any reason during the term of this Contract, the Architect shall be fully responsible and liable for any claim by the City for any loss, damages, costs, or expenses, also including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, terminated, or unsecured insurance policy or coverage been in effect without limitation as to the policy amount.

- D. The City has the right upon learning that any insurance policy or coverage required by this Contract is changed, reduced, lapsed, suspended, cancelled, terminated, or otherwise not in full force and effect for any reason as required by this Contract and the Architect should fail to provide the City current insurance policies, endorsements, and certificates of insurance evidencing compliance with this Article, the City will also have the right, but not the obligation, without notice, to purchase insurance and to deduct the cost of such insurance premiums plus a fifteen percent (15%) administrative fee from any payment due or to become due the Architect or to demand such costs and fees and the Architect must pay such costs and fees within five (5) calendar days.

Article 8 | STOP WORK, TERMINATION, AND REMEDIES

8.1 Stop Work. Upon written notice to the Architect, the City Engineer may issue a stop work order suspending the performance of the Services under this Contract in whole or in part. Upon receipt of the stop work order the Architect will immediately comply with its terms and take all reasonable steps towards eliminating the incurrence of costs under this Contract during the stop work period. All terms and conditions of this Contract will remain in effect except as otherwise provided in the written notice.

8.2 Termination.

- A. The City may terminate this Contract with or without cause, in its sole discretion, and at any time upon written notice to the Architect.
- B. Upon receipt of such notice, the Architect shall:
 - 1. Immediately discontinue the performance of all Services (unless the notice directs otherwise);
 - 2. Promptly send a detailed invoice for any uncompensated Services completed to date (if any) pursuant to Article 4 herein; and
 - 3. Deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete and in a format acceptable to the City (unless the notice directs otherwise).
- C. The City shall pay the Architect for any uncompensated Services completed up to the date the notice is received by the Architect in accordance with the terms and conditions of this Contract.

8.3 Terms Surviving Termination. The terms of Section 3.10, Section 3.12, Article 5, Article 6, Article 7, Article 8, Section 9.1, and Section 9.4 shall survive the expiration and termination of this Contract

8.4 Remedy for Delay. No payment, compensation, or adjustment of any kind (other than an approved extension of time) shall be made to the Architect for damages because of hindrances or delays from any cause in the progress of the Project, whether such hindrances or delays be avoidable or unavoidable. The Architect agrees that it will make no claim for compensation or

damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

8.5 Rights and Remedies Reserved. The rights and remedies of the City provided herein are in addition to any other rights and remedies provided by law or under this Contract.

Article 9 | OTHER TERMS AND CONDITIONS

9.1 City Representatives Not Individually Liable. No official or employee of the City will be personally liable to the Architect or its subcontractors, or any of their successors or assigns in interest, in the event of any default or breach by the City or for any amount that may become due to the Architect or its subcontractors, or any of their successors or assigns on any obligations under this Contract.

9.2 Local, State, and Federal Laws. The Architect shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the services provided pursuant to this Contract.

9.3 Severability. The invalidity or unenforceability of any provision of this Contract will not affect the validity or enforceability of any other provision.

9.4 Governing Law and Venue. The Parties expressly agree that this Contract shall be construed and interpreted in accordance with and subject to the laws of the state of Oklahoma. Venue for all legal proceedings arising out of this Contract shall be in the state or federal court with competent jurisdiction situated in Oklahoma County, Oklahoma.

9.5 Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Contract.

9.6 Time is of Essence. The Parties agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the notices to proceed shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.

9.7 Waiver of Terms. The terms of this Contract may be waived only by explicit written notice. Express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance, or a waiver of any other right or remedy. No course of dealing between the Parties, delay in the exercise of any rights under this Contract, or failure to object to any act or omission constitutes a waiver of any terms of this Contract.

9.8 Amendments. This Contract may not be modified, amended, altered, or supplemented except by an instrument in writing signed by all Parties hereto.

9.9 Assignment.

- A. The rights of the Parties under this Contract are personal to the Parties and may not be assigned without the prior written consent of all Parties hereto.
- B. Provided, however, the Architect hereby grants the Oklahoma City Municipal Facilities Authority the unilateral and unconditional right to assign this Contract and all the rights, interests, warranties, obligations, and duties hereunder to the City.
- C. This Contract will be binding upon and enforceable against and will inure to the benefit of the Parties and their respective legal representatives, successors, and permitted assigns.

9.10 Cooperation. The Parties will in good faith use reasonable efforts to timely perform and assist each other in performing their respective obligations in accordance with this Contract. This responsibility does not render any Party liable for any of the debts or obligations of the other Party.

9.11 Conflicts of Interest.

- A. The Architect shall:
 - 1. Prohibit all of its employees, subconsultants, and subcontractors working on this Project from contracting with, working for, or otherwise assisting any potential bidder to do any Project-related work for the bidder which is, may be, or may be construed to be a conflict of interest; and
 - 2. Require all of its employees, subconsultants, and subcontractors working on this Project to notify the Architect and the City of any business relationship (formal or otherwise) which may pertain directly or indirectly to this Project or which is, may be, or may be construed to be a conflict of interest; and
 - 3. Promptly notify the City of any such relationship or circumstance that is, may be, or may be construed to be a conflict of interest.
- B. Any conflict of interest discovered by the City may be cause for cancellation of the Architect's contract.

9.12 Independent Contractor Relationship. The Architect is an independent contractor and will act exclusively as an independent contractor. The Architect is not an agent or employee of the City. The Parties do not intend, and will not hold out, that there exists any agency, partnership, corporation, joint venture, association, undertaking for profit, or other form of employment relationship among the Parties, other than that of an independent contractor relationship.

9.13 No Third-Party Beneficiaries. This Contract is solely for the benefit of the Parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

9.14 Notice. Any notice, request, demand, or other communication required, permitted, or contemplated hereunder shall be in writing and shall be deemed to have been given if hand delivered (in return for a receipt), e-mailed (so long as the intended recipient acknowledges by email or other writing as having received the notice, with an automatic "read receipt" not constituting acknowledgment), or if sent by certified mail (upon the sooner of the expiration of three (3) Business Days after deposit in a United States post office facility properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a Party will be sent to the addresses set forth below or to such other address or person as such Party may designate by notice to each other Party hereunder:

To the Architect:

Consulting Firm
Attn: Contact Name
Consulting Firm Address
City, State Zip
Phone:
Email:

To the City:

The City of Oklahoma City
Attn: City Engineer
420 West Main Street, Seventh Floor
Oklahoma City, OK 73102
Phone: (405) 297-2581
Email: contractadmin.pw@okc.gov

EXHIBIT A
Scope of Work
Project No. _____
[Project Name]

EXHIBIT B
Compensation
Project No. _____
[Project Name]

The City agrees, in accordance with the terms and conditions set forth in this Contract, to pay an amount to the Architect for completed Services not to exceed \$000,000, which includes:

- A. For Basic Services, an amount not to exceed \$000,000;
- B. For Reimbursable Expenses, an amount not to exceed \$000,000, as specifically set forth in this Exhibit B; and
- C. For Additional Services, an amount not to exceed \$000,000, as specifically set forth in Exhibit E.

B.I. Basic Services

Compensation for Basic Services will be paid monthly pursuant to the terms and conditions in this Contract based upon the proportion of Services completed pursuant to each task assigned and noticed in writing under this Contract. Compensation for Services completed under each task shall not exceed the threshold not-to-exceed amount for each such task; nor shall any funds allocated to one task be applied or paid for Services completed under another task.

Task 1A an amount not to exceed:

\$

To be paid proportional to Services completed; not to be paid in full before attending the City's CMAR interviews.

Task 1B an amount not to exceed:

\$

To be paid proportional to Services completed; not to be paid in full before completion and submittal to the City Engineer of the Conceptual Design Report for the Project.

Task 1C an amount not to exceed:

\$

To be paid proportional to Services completed; not to be paid in full before completion and recommendation of Architect that the Preliminary Report for the Project be received by the City.

Task 2 an additional amount not to exceed:

\$

To be paid proportional to Services completed; not to be paid in full before completion and acceptance by the City of the final plans and specifications for the Project.

Task 3 an additional amount not to exceed:
\$

To be paid proportional to Services completed;
not to be paid in full before award of
construction contracts to Bidders.

Task 4 an additional amount not to exceed:
\$

To be paid proportional to Services completed;
not to be paid in full before final acceptance of
the Project.

Task 5 an additional amount not to exceed:
\$

To be paid proportional to Services completed;
not to be paid in full before satisfactory
completion and acceptance of the as-built
drawings and all other records.

B.II. Reimbursable Expenses

The City agrees to reimburse the Architect for certain expenses in an amount not to exceed \$000,000. Reimbursable expenses are actual expenditures and cost without markup made by Architect in the interest of the Project in addition to those costs and charges associated with the performance of Basic Services, with prior written approval of the City Engineer, which shall include:

1. Expenses of reproductions for reports, plans and specifications as required by the City.

EXHIBIT C
Anti/Non-Collusion Affidavit
Project No. _____
[Project Name]

The undersigned of lawful age, affirms and says:

- A. I am the Architect or a duly authorized agent of the Architect, for the purpose of certifying the facts pertaining to the existence of collusion among and between individuals or business entities responding to this request for letters of interest and City officials or employees, as well as facts pertaining to the giving or offering of things of value to City personnel in return for special consideration in connection with the award of this Contract;
- B. I am fully aware of the facts and circumstances surrounding the making and the providing of the qualifications to which this statement relates and have been personally and directly involved in events leading to the submission of such qualifications; and
- C. Neither the Architect nor anyone subject to the Architect's direction or control has been a party:
 - 1. To any collusion among business entities responding to this request for qualifications in restraint of freedom of competition by agreement to submit qualifications or to refrain from submitting qualifications;
 - 2. To any collusion with any City official or employee as to quantity, quality, or price in this prospective Contract, or as to any other terms of such prospective Contract, nor
 - 3. To any discussions between business entities responding to this request and any City official or employee concerning exchange of money or other thing of value for special consideration in connection with this prospective Contract.
- D. I certify, if awarded this Contract, neither the Architect nor anyone subject to the Architect's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement relates.

Name of Architect

Signature of Architect or Authorized Agent

Name and Title

EXHIBIT D
Certificate of Non-Discrimination
Project No. _____
[Project Name]

In connection with the performance of work under this Contract, the Architect agrees as follows:

- A. The Architect agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Architect shall ensure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Architect agrees to post a copy of this complete certificate in a conspicuous place, available to employees and applicants for employment.
- B. The Architect will also require these same non-discrimination terms and conditions in any subcontracts connected with the performance of this Contract.
- C. In the event of the Architect's or a sub-consultant's non-compliance with these non-discrimination terms and conditions, this Contract may be canceled, terminated, or suspended by the City. The Architect or sub-consultant may be declared, by the City, ineligible for further contracts until satisfactory proof of compliance shall be made by the Architect or sub-consultant.

I have read the above clause and agree to abide by its requirements.

Name of Architect

Signature of Architect or Authorized Agent

Name and Title

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's Standard Specifications for the Construction of Public Improvements or otherwise in the Subcontractor Contracts.

EXHIBIT E
Additional Services
Project No. _____
[Project Name]

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. The Architect may be directed to perform any, all or none of the following Additional Services that may include, but are not be limited to, the following:

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the City's own forces, which work or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing engineering and testing laboratories that have annual on-call contracts with the City.
7. Provide services after issuance of City approved final certificate of payment to the contractor.
8. Provide part-time or full-time Project representative services.
9. Produce miscellaneous presentation materials beyond Basic Services requirements.
10. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
11. Provide staking of right-of-way for right-of-way acquisition purposes.
12. Prepare documents required for right-of-way/easement acquisitions.
13. Provide right-of-way/easement acquisition services.
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
15. Other items as necessary for completion of the Project.

Compensation for Additional Services: Included in the not to exceed total compensation amount is an allowance for Additional Services in an amount not to exceed \$000,000. This allowance may be used and paid to the Architect in the manner established in this Contract, unless other compensation means are agreed to in writing by the City Engineer. The Additional Services compensation may only be paid after the Architect has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall represent only hours actually worked on this Project by the Architect's employees and the Architect's consultant's employees and shall be accounted for separately for each Additional Service performed.

EXHIBIT G
Firearm Non-Discrimination Verification
Project No. _____
[Project Name]

In connection with performance under this contract, the undersigned verifies:

Check I or II

_____ I. The performing Company:

- A. Does not have a practice, policy, guidance, or directive that Discriminates against a Firearm Entity or Firearm Trade Association; and
- B. Will not Discriminate against a Firearm Entity or Firearm Trade Association during the term of the contract; and
- C. Is otherwise in compliance with Senate Bill 500 (2025), codified as 21 O.S. § 1289.31, as amended.

OR

_____ II. Senate Bill 500 (2025), codified as 21 O.S. § 1289.31, as amended, does not apply to the performing Company because:

Check (as applicable)

- _____ The Company is a sole proprietorship
- _____ The Company is a Sole-Source Provider under this contract
- _____ The Company has less than ten full-time employees
- _____ The value of this contract is less than and not expected to exceed \$100,000

Name of Performing Company

Signature

Name and Title of Signer

This verification is required by 21 O.S. § 1289.31.
All capitalized terms herein are defined in 21 O.S. § 1289.3