

**ASSIGNMENT AND AMENDMENT NO. 5 TO CONTRACT
FOR ARCHITECTURAL SERVICES**

This Assignment and Amendment is made and entered into this 21ST day of MAY, 2024, by and between the City of Oklahoma City, a municipal corporation, herein call the “City”, and Kirkpatrick Architecture Studio, herein called the “Kirkpatrick” and Brandstetter Carroll, Inc. herein called “Brandstetter”.

WITNESSETH:

WHEREAS, the City and Kirkpatrick entered into an agreement on November 18, 2014 as follows:

Project MB-0866, New Fire Station No. 29;
and
Project MB-1218, Replace Fire Station No. 21;
and
Project MB-1140, Fire Station No. 23 (added by Amendment No. 1);
and
Project MB-0865, Fire Station No. 38 (added by Amendment No. 2); and

WHEREAS, this project provided for Kirkpatrick’s design and all other architectural services related to construction of a new Fire Station No. 29 at SE 149th Street and Douglas Boulevard and replacement of Fire Station No. 21 at 3240 SW 29th Street; and

WHEREAS, subsequent to execution of the original contract and to address Fire Department budget concerns, it was determined to be in the best interest of the City to delay bidding and construction of the new Fire Station No. 29 (Project MB-0866) and add construction of another replacement station (Project MB-1140, Fire Station No. 23 replacement at 2812 S. Eastern Avenue) to the bid package; and

WHEREAS, the two replacement stations were scheduled to be re-advertised for bid in April 2016 with a contract award in June 2016; and

WHEREAS, this change required Kirkpatrick to provide new architectural design, structural/civil/MEP engineering, landscape architecture, survey, cost estimating, bidding, construction administration, and as-built services for Fire Station No. 23 replacement (Project MB-1140), which were outside of the original scope of work; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 1**; and

WHEREAS, Kirkpatrick revised the original bidding documents for Project MB-0866, Fire Station No. 29, to provide a consistent building design; and

WHEREAS, the original contract was based on building two stations at once, and an additional fee to provide construction administration for Project MB-0866 is required; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to add new architectural design, structural/civil/MEP engineering, landscape architecture, survey, cost estimating, bidding, construction administration, and as-built services for Project MB-0865, new Fire Station No. 38, all of which are outside the original scope of work; and

WHEREAS, Fire Station No. 38 is located in a rural area without available sanitary sewer and water utilities, requiring additional design for a well, chlorination system, and storage tank along with a wastewater lagoon; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 2**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to direct Kirkpatrick to revise plans for Fire Station No. 38 (Project MB-0865) to include an additional 17 feet of right-of-way; and

WHEREAS, these revisions include, but are not limited to: 1) site regrading to allow for the right-of-way shift from the original design and shifting the retaining wall to the south; 2) adjusting the drainage channel along the north side of the building and adjusting the storm profile of the northern private channel crossing; 3) review culvert size based on altered drainage basin; 4) adjusting drainage calculations and detention pond size; and 5) site plan revisions to allow for shift in monument sign and water tank location; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 3**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to direct Kirkpatrick to revise plans and the drainage report for Fire Station No. 38 to include an additional submittal type (DP Submittal) that was not included in the original scope of work; and

WHEREAS, it was also necessary to amend Exhibit E – Additional Services for the reallocation of funds to reflect actual costs; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 4**;
and

WHEREAS, subsequent to execution of the original contract as previously amended, the City has been advised by Kirkpatrick that Kirkpatrick requests permission to assign its rights under the Contract to Brandstetter; and

WHEREAS, it is in the best interests of the City to assign this contract (as amended and assigned) from Kirkpatrick to Brandstetter; and

WHEREAS, while preparing the assignment, it was discovered that a previously authorized service for a Traffic Study was not formally incorporated into the contract; and

WHEREAS, unused Reimbursable Expenses will be re-allocated to fund the Traffic Study; and

WHEREAS, the total compensation to be paid to the Architect for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$420,000 for architectural services

For Amendment No. 1:

Not to exceed \$140,865 for architectural services

For Amendment No. 2:

Not to exceed \$323,280 for architectural services

For Amendment No. 3:

Not to exceed \$6,500 for architectural services

For Amendment No. 4:

Not to exceed \$10,000 for architectural services

For Amendment No. 5:

No change in cost (reflects an increase of \$6,325 for Additional Services and a decrease of \$6,325 for Reimbursable Expenses resulting in no change in cost)

Total Amended Contract:

Not to exceed \$900,645 for all services; and

WHEREAS, the City, Kirkpatrick, and Brandstetter agree to assign said contract.

NOW, THEREFORE, the parties agree as follows:

- I. Kirkpatrick hereby assigns and Brandstetter accepts an assignment of all Kirkpatrick's

rights, titles, and interest in and to the above-described Contract for Architectural Services entered into by and between the City and Kirkpatrick, under the date of November 18, 2014, and Brandstetter hereby consents to and agrees to be bound by the aforesaid Contract.

- II. It is expressly understood by the parties hereto that Brandstetter has assumed all obligations under the Contract for Architectural Services for and on behalf of Kirkpatrick. The parties further agree the City shall not have any further monetary obligation whatsoever to Kirkpatrick under the Contract or for services rendered except for services rendered prior to this Assignment and amounts invoiced by Kirkpatrick up to the effective date of this Assignment for services rendered regardless of when services were rendered and the City shall not have any monetary obligation whatsoever to Brandstetter under the Contract or for services rendered prior to the effective date of this Assignment.
- III. Brandstetter acknowledges the professional service provided by Kirkpatrick and accepts the responsibility to perform the services set forth in this Assignment. Brandstetter agrees that it will not bill and will not be compensated under this Assignment for performing services previously performed by Kirkpatrick even though the services to be provided by Brandstetter will build upon and rely on the services provided by Kirkpatrick. If Brandstetter needs to verify or validate any data or conclusions compiled, created or developed by Kirkpatrick, Brandstetter will perform such verification or validation or re-perform such services without additional compensation from the City except as provided in this Assignment.
- IV. Upon the effective date of this Assignment, wherever the term "Architect" shall appear in the Contract as amended, the term shall hereinafter, unless the contents clearly indicate otherwise, mean and refer to Brandstetter.
- V. The effective date of this Assignment will be the date this Assignment is approved by formal action of the City.
- VI. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Architect:
Brandstetter Carroll, Inc.
2360 Chauvin Drive
Lexington, KY 40517-3917
Attn: David Robinson, Principal
Phone Number (940) 387-8182

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend Paragraph 2. **Basic Services.** to read as follows:

Basic Services. 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 all of the work as set out herein (including **Amendment No. 1** work related to delay in bidding and construction of Project MB-0866, New Fire Station No. 29, and addition of Project MB-1140, Fire Station No. 23 replacement, to the bid package; and **Amendment No. 2** work related to revising bid documents and providing additional construction administration services for Project MB-0866, Fire Station No. 29 and the addition of Project MB-0865, new Fire Station No. 38; **Amendment No. 3** work related to revising plans to incorporate an additional 17 feet of right-of-way for Fire Station No. 38; and **Amendment No. 4** work related to revising plans and drainage report for Fire Station No. 38 to include a DP Submittal that was not included in the original scope of work; and **Amendment No. 5** work related to a Traffic Study); including Exhibit A, and also including but not limited to the following:

VII. Amend Paragraph 4. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all architectural services under this contract shall not exceed a total fee of \$900,645, which includes: for Basic Services an amount not to exceed \$829,645, and for Reimbursable Expenses an amount not to exceed \$18,675 (a decrease of \$6,325) both of which are specifically set forth in Exhibit B, attached hereto and incorporated herein; and, an amount not to exceed \$52,325 (an increase of \$6,325) for Additional Services as specifically set forth in Exhibit E, attached hereto and incorporated herein.

VIII. Amend **EXHIBIT B – COMPENSATION** to read as follows:

EXHIBIT B
COMPENSATION
PROJECT NO. MB-0866, FIRE STATION NO. 29,
PROJECT NO. MB-1218, FIRE STATION NO. 21,
PROJECT MB-1140, FIRE STATION NO. 23; AND
PROJECT MB-0865, FIRE STATION NO. 38

Under the terms of this Contract, the Architect agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$900,645, which includes: for Basic Services an amount not to exceed \$829,645, and for Reimbursable Expenses, an amount not to exceed \$18,675 (a decrease of \$6,325), both of which are specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$52,325 (an increase of \$6,325) as specifically set forth in Exhibit E.

B.I. Basic Work and Services
Project MB-0866, Fire Station No. 29

Compensation for basic services may not exceed \$288,300, and in no event may the Architect receive compensation in excess of the amount listed for each task for performance of its basic services.

The Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$70,875 (compensation paid to Kirkpatrick for completed work)

Completion and recommendation by the City Architect for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:

\$128,400 (compensation paid to Kirkpatrick for completed work)

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:

\$10,125 (compensation paid to Kirkpatrick for completed work)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

\$74,850 (compensation paid to Kirkpatrick for completed work)

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:

\$600 (compensation paid to Kirkpatrick for completed work)

\$3,450 (compensation to be paid to Brandstetter upon completion of work)

Upon satisfactory completion and acceptance of the project as-built drawings.

B.II. Basic Work and Services
Project MB-1218, Fire Station No. 21

Compensation for basic services may not exceed \$202,500, and in no event may the Architect receive compensation in excess of the amount listed for each task for performance of its basic services.

The Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$70,875 (compensation paid to Kirkpatrick for completed work)

Completion and recommendation by the City Architect for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:

\$81,000 (compensation paid to Kirkpatrick for completed work)

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:

\$10,125 (compensation paid to Kirkpatrick for completed work)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

\$36,450 (compensation paid to Kirkpatrick for completed work)

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:

\$4,050 (compensation paid to Kirkpatrick for completed work)

Upon satisfactory completion and acceptance of the project as-built drawings.

B.III. Basic Work and Services
Project MB-1140 - Fire Station No. 23
(Added by Amendment No. 1)

Compensation for basic services may not exceed \$130,865, and in no event may the Architect receive compensation in excess of the amount listed for each task for performance of its basic services.

The Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$32,096 (compensation paid to Kirkpatrick for completed work)

Completion and recommendation by the City Architect for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:

\$48,144 (compensation paid to Kirkpatrick for completed work)

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:

\$10,125 (compensation paid to Kirkpatrick for completed work)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

\$36,450 (compensation paid to Kirkpatrick for completed work)

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:

\$4,050 (compensation paid to Kirkpatrick for completed work)

Upon satisfactory completion and acceptance of the project as-built drawings.

**B.IV. Basic Work and Services
Project MB-0865, Fire Station No. 38
(Added by Amendment No. 2)**

Compensation for basic services may not exceed \$207,980 and in no event may the Architect receive compensation in excess of the amount listed for each task for performance of its basic services.

The Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$8,790 (compensation paid to Kirkpatrick for completed work)

Completion and recommendation by the City Architect for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:

\$92,530 (compensation paid to Kirkpatrick for completed work)

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:

\$9,600 (compensation paid to Kirkpatrick for completed work)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

\$81,201.45 (compensation paid to Kirkpatrick for completed work)

\$12,133.55 (compensation to be paid to Brandstetter upon completion of work)

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:

\$3,725 (compensation to be paid to Brandstetter upon completion of work)

Upon satisfactory completion and acceptance of the project as-built drawings.

**B.V. Reimbursable Expenses
(Added by Amendment No. 2)**

The City agrees to pay reimbursable expenses in an amount not to exceed \$18,675 (a decrease of \$6,325) \$191.71 (compensation paid to Kirkpatrick for completed work) \$18,483.29 (compensation to be paid to Brandstetter upon completion of work). Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Architect in the interest of the project, with the prior approval of the City Engineer, and include the following:

1. Expenses of reproductions for reports, plans and specifications as required by the City for Project MB-0865, Fire Station No. 38.

Reimbursable expenses are limited to the actual cost for expenditures and shall not include any anticipated profits, overhead expenses, salaries and/or such other costs.

IX. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. MB-0866, FIRE STATION NO. 29;
PROJECT NO. MB-1218, FIRE STATION NO. 21;
PROJECT MB-1140, FIRE STATION NO. 23; AND
PROJECT MB-0865, FIRE STATION NO. 38

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 not be limited to, the following:

1. Additional structural design - \$34,389.39 (compensation paid to Kirkpatrick for completed work) \$7,610.61 (compensation to be paid to Brandstetter upon completion of work)
2. Pump House - \$4,000 (compensation to be paid to Brandstetter upon completion of work)
3. Traffic Study \$6,325 (an increase of \$6,325) - added by Amendment No. 5 (compensation paid to Kirkpatrick for completed work)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$52,325 (an increase of \$6,325). This allowance is to 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 used 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.

APPROVED by The City of Oklahoma City this 21ST day of MAY, 2024

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED for form and legality.

Frank Green
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Energy Insurance Agency, Inc. P O Box 55268 Lexington, KY 40555	CONTACT NAME: PHONE (A/C, No, Ext): (859) 273-1549	FAX (A/C, No): (859) 272-0075	
	E-MAIL ADDRESS: eia@energyinsagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Brandstetter Carroll, Inc. 2360 Chauvin Drive Lexington, KY 40517	INSURER A : Employers Mutual Casualty Company, EMC		21415
	INSURER B : U.S. Specialty Insurance Co.		29599
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured <input checked="" type="checkbox"/> Blkt Waiver of Subro GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5W85769	4/23/2024	4/23/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E85769	4/23/2024	4/23/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5J85769	4/23/2024	4/23/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	5H85769	4/23/2024	4/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	OH Stop Gap			5W85769	4/23/2024	4/23/2025	Employers Liability	1,000,000
B	Prof Liab \$2MM Agg			USS 2334260	11/27/2023	11/27/2024	\$50K Retention	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following applies to the Workers' Compensation coverage under Item 3.C. Other States Insurance: All States not shown in 3.A. except AK, CA, HI, LA, ME, NV, NH, ND, OH, RI, VT, WA, WY.

Project MB-0866, New Fire Station No. 29
Project MB-1218, Replace Fire Station No. 21
Project MB-1140, Fire Station No. 23 (added by Amendment No. 1)
Project MB-0865, Fire Station No. 38 (added by Amendment No. 2);

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City 420 W Main Street Oklahoma City, OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 