

CONTRACT FOR ARCHITECTURAL SERVICES

This Contract for architectural services for the Myriad Gardens Crystal Bridge renovation ("Contract") is entered into this 25th day of May, 2021, by and between The Oklahoma City Economic Development Trust, a municipal trust ("Trust"), and ADG, P.C. ("Architect").

WITNESSETH:

**PROJECT NO. MB-1540
MYRIAD GARDENS CRYSTAL BRIDGE RENOVATION
FIXED LIMIT OF CONSTRUCTION - \$2,440,000**

WHEREAS, the Trust intends to engage the services of the Architect to provide for design and all other architectural services related to Myriad Gardens Crystal Bridge Renovation ("project"); and

WHEREAS, the Architect will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, due to the extensive amount of work the Engineer has previously completed for the project and resultant expertise, background, knowledge, and understanding of this project, it has been determined to be in the best interest of the City to waive formal consultant selection procedures and allow for the consultant to be chosen as the Engineer to provide bidding, construction administration, and as-built services for the project; and

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

1. **Definitions**. All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with Oklahoma and Oklahoma City law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. *Architectural
Services*

Those professional services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates,

observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, site visits and other related services.

- B. *Bidding Documents* Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
- C. *City Engineer* The officer of the City of Oklahoma City or designee, e.g. "Project Manager", in charge of architectural, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
- D. *Fixed Limit of Construction* Not-to-exceed amount which has been designated as the maximum amount for the construction cost of the project.

2. **Basic Services.** The Architect is hereby engaged and employed by the Trust to perform in accordance with good architectural practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract, including but not limited to the following:

- A. Preliminary Report Services - Task 1 – [Task 1 paid by Myriad Gardens Foundation under contract with Myriad Gardens Foundation and performed by Architect for benefit of Myriad Gardens Foundation and the Trust]

- (1) Prepare schematic design studies, including review and comment of the project and a design development document/Preliminary Report. The Architect shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the City Engineer. The Architect shall prepare from the approved schematic design studies the design development document/Preliminary Report consisting 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. The preliminary site drawing shall include a topographical survey of the site, layout of any existing proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies as appropriate, any and/or all of which might affect the construction of this project. The design development document/Preliminary Report shall include, if applicable, a drainage study to determine one hundred (100) year flood elevation; these

computations shall be included in Preliminary Report. All plans shall be submitted with the appropriate title sheet as indicated on the Public Works web page: www.okc.gov/pw (OKC AutoCAD Standards link).

- (2) Prepare a construction cost estimate for said improvements, extensions and repairs, and an estimate of all architectural fees, testing costs, site surveys and inspection fees in connection therewith.
- (3) Hold all necessary conferences with the Trust and all other interested parties (inclusive is the requirement for the Architect to ensure all utility and right-of-way/easement requirements are well established prior to Preliminary Report submittal). This includes the conduct of a Utility Conference by the Architect at a location determined by the Trust.
- (4) Prepare the design development document/Preliminary Report for submittal to the Trust covering the Architect's preliminary surveys, studies, investigations and other items as specified in paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the report shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the Trust the order of construction and completion of each phase of construction.
- (5) Furnish the Trust up to two (2) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the Trust. The cost of any additional copies of Preliminary Reports as the Trust may require will be reimbursed at the actual cost thereof.
- (6)
 - a. The Architect will recommend to the Trust the name of a geotechnical investigation/services firm from the City's listing of annual on-call engineering and testing laboratory contract firms.
 - b. The Architect will identify and coordinate all requirements for geotechnical investigation and 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. Identify and coordinate sampling and analysis of water and other substances as appropriate.
 - c. The Trust will approve the selected laboratory and the Architect will pay the costs of such sampling, analysis, borings, tests, or explorations and investigations.
- (7) Prepare legal descriptions for the necessary temporary and permanent easements and prepare legal descriptions necessary for property to be acquired

on forms provided by the Trust. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the Trust when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the Trust, the Architect will provide a proposal for staking of right-of-way for right-of-way acquisition purposes. Said right-of-way staking (when authorized by the Trust) will be billed to the Trust at the actual cost thereof in accordance with the "Payments" paragraph of this contract.

- (8) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.
- (9) The Preliminary Report shall be recommended by the City Engineer for formal approval by the Trust.

B. Final Plan Services - Task 2 [95% Plans paid by Myriad Gardens Foundation under contract with Myriad Gardens Foundation and performed by Architect for benefit of Myriad Gardens Foundation and the Trust. All remaining subtasks performed under this Contract in accordance with this Contract.]

- (1) Prepare final plans, specifications and a construction cost estimate.
- (2) After approval of the design development document/Preliminary Report in whole or in part by the Trust, the Architect shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Architect shall complete said plans and specifications for submission to the Trust for its approval.
 - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City Engineer prior to preparation of plans.
 - b. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
 - c. The Architect shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project.
- (3) Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Architect shall enlist 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 and shall include the following:

- a. Plan and profile of all proposed improvements. Indicate right-of-way and/or easement, state whether existing or to be acquired.
- b. Include complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc.
- c. All such plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
- d. 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'.
- e. Sheet size shall be 24" x 36".
- f. All street returns shall have a minimum thirty (30) foot radii. Driveway returns shall have a minimum of twenty (20) foot radii.
- g. On construction plans the streets should reflect the name, existing surface and existing and proposed right-of-way width.
- h. All utility easements shall have a minimum width of fifteen (15) feet.
- i. All elevations shown on the plans shall be based on United States Geological Survey datum.

The Architect shall assemble said plans and specifications for submission to the Trust for their approval.

- (4) Notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) copy of the plans to each of the utility companies and entities as determined necessary. Coordinate necessary utility and facility relocations or modifications for the Project and conduct a final conference at 60% plans.
- (5) Furnish the Trust one (1) PDF copy of the project 60% plans for review along with a detailed Fixed Limit of Construction cost estimate for said improvements, extensions and repairs. This submittal does not stop, impact or otherwise delay the Architect's contract-allotted work order time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.
- (6) Upon completion of 95% final plans, the Architect will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the Architect shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, the Architect will then submit a final plans check set (along with the annotated "check print" copies) for a "final" review by the Project Manager. Upon completion of this "final" review, four sets of corrected final plans shall be submitted to the Plan Review

Committee at the weekly Plan Review Committee meeting. Mandatory attendance at this meeting is required of the Architect.

- (7) Prepare and furnish the Trust an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the Trust, employing standard Trust forms, in completed form.

Furnish the Trust one (1) PDF of the final plans and specifications, all free of cost to the Trust. The cost of any additional copies of plans and specifications as the Trust may require will be reimbursed at the actual cost thereof.

- (8) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (9) Prior to the submission of Bidding Documents to the Trust for solicitation of Bids, the Architect shall submit plans and specifications required for the granting of all necessary building permits.
- (10) Prepare all necessary plans, studies and applications for submission to Trust, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the Trust.
- (11) 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 construction. All surveys and control points shall be tied to the City's GIS control network and datum.

C. Bidding Services - Task 3 [To be performed by Architect under this Contract with the Trust in accordance with this Contract.]

- (1) Meet with the Trust or its representatives at any time requested for consultation or conference, as directed in writing by the City Engineer. In this connection, the Architect shall hold at least one (1) Pre-Bid Conference with prospective Bidders at a location determined by the Trust.
- (2) Answer all Trust and Bidder's questions regarding the bidding of the project and, upon approval by the City Engineer, prepare an electronic copy of all addendums for distribution.
- (3) The Trust will receive the Bids (electronically on BidSync) and the Architect will receive a copy of the Bids from the Trust. The Architect will review and

evaluate the Bids and will make recommendations to the Trust for an award. The Architect shall assist, review and make recommendations to the Trust on all construction contract issues.

- (4) If Bids are received, all of which exceed the Fixed Limit of Construction, the Architect shall revise its plans as directed by the Trust, pursuant to the paragraph "Fixed Limit of Construction" of this Contract.

D. Construction Administration Services - Task 4 [To be performed by Architect under this Contract with the Trust in accordance with this Contract.]

- (1) The Architect shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Architect will have the authority to act on behalf of the Trust only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the Trust and all other interested parties. The Trust will issue all work orders for the project.
- (4) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction (if applicable to this project, the Architect will also provide bridge centerline horizontal and vertical control points). 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. Construction staking is to be performed by the Construction Contractor. The Architect will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Bidding Documents.
- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the Trust and its representatives or the Construction Contractor, to safeguard the Trust against defects and deficiencies in the construction. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by the Construction Contractor. The Architect does not guarantee the performance of the contract by the Construction Contractor, 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 failure to carry out the work in accordance with the Bidding Documents.

- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the Trust for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the Trust.
- (7) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.
- (8) The Architect shall visit the site with qualified architectural, civil, structural, mechanical, electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Architect will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. However, the Architect is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Architect will keep the Trust informed of progress of the work, and will endeavor to guard the Trust against defects and deficiencies of the work. The Architect does not guarantee the performance of the contract by the Construction Contractor, 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 failure to carry out the work in accordance with the Bidding Documents.
- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed, and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the Trust.
- (10) Review the Construction Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) Prepare and keep a record of the work performed by any contractor on this project and file with the Trust a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.

- (12) Except as otherwise provided in this contract, communications with the Architect's consultants will be through the Architect. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other Trust contractors will be through the Trust. The Architect shall be available at all times for the purpose of communication.
- (13) The Architect shall recommend rejection to the City Engineer of work that does not conform to the Bidding Documents. At any time during construction, the Architect may be given the authority to require additional inspection or testing of the work by the City Engineer.
- (14) The Architect shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Architect's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Architect's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the Trust as required by the Bidding Documents. The Architect's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Architect shall reply to Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Architect may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (16) The Architect shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Architect shall receive and forward to the Trust all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Architect will recommend approval of the Construction Contractor's final certificate of

payment upon completion of the work and compliance with the requirements of the Bidding Documents.

- (17) The Architect will review daily reports furnished by the Trust's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Architect and resolved with the Construction Contractor and the Trust. The Architect's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
- (18) The Architect shall maintain a record ("log") of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.

E. As-Built Drawing Services - Task 5 [To be performed by Architect under this Contract with the Trust in accordance with this Contract.]

- (1) Upon termination or completion of this Contract, the Architect shall, at its expense, correct the original drawings, show all as-built changes based on information from the Construction Contractor, reflecting the actual construction of the project and shall furnish the Trust, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 compatible with the City of Oklahoma 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) Upon termination or completion of this Contract, the Architect shall also furnish the Trust, without cost to the Trust, 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) The Architect shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the Architect shall provide to the Trust an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the construction project.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Trust unless such work or service is first approved in writing by the Trust.

4. **Additional Services.** Additional Services are project-related services as enumerated in Exhibit "E," attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the City Engineer, acting within the limits of State law, Ordinances of the City of Oklahoma City and policies established by the City Council, and upon acceptance by the Architect. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments paragraphs of this Contract.
5. **Compensation.** The aggregate total compensation for all architectural services under this Contract shall not exceed a total fee of \$86,500, which includes: for Basic Services an amount not to exceed \$83,000, and for Reimbursable Expenses an amount not to exceed \$3,500 as specifically set forth in Exhibit B, attached hereto and incorporated herein as specifically set forth in Exhibit "E" attached hereto and incorporated herein.
6. **Payments.**
 - A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Architect shall be submitted monthly to the Trust and shall meet the standards of quality as established under this Contract. Invoices will include the percentage of completion for each task and payment will be made based on the percentage of the task fee completed. The Trust agrees to pay the Architect, as compensation for such architectural services as listed herein. The invoices shall be prepared and submitted by the Architect and be accompanied by a status report identifying the task components, effort accomplished during the time period, and the percentage of completion thereof, to the Trust. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the Trust or any obligation of the Architect should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract. Surveyors or other professional consultants engaged by the Architect for the normal structural, electrical or mechanical architectural services shall be billed to the Trust by the Architect at the actual cost thereof.
 - B. The Architect shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the Trust for compensation and payment. The Trust will review the invoice and claim voucher for payment. Should the Trust question or request additional documentation or disapprove all or a portion of any invoice, the Architect will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit "B," except as may be modified by written agreement between the Trust and the Architect.

C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

7. **Indemnity.** To the fullest extent permitted by law, the Architect agrees to release, defend, indemnify and save harmless the Trust and its beneficiary trusts, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, to the extent resulting from or arising out of the Architect's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Architect's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Architect's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Architect shall promptly advise the Trust and its beneficiary trusts, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Architect, at its expense, shall assume the defense of the Trust and its beneficiary trusts, with counsel satisfactory to the Trust its beneficiary trusts. This section shall survive the expiration of the Contract. Provided, however, the Architect need not release, defend, indemnify or save harmless the Trust and its beneficiary trusts, or their officers, agents and employees, from damages or injuries resulting from the negligence of the Trust and its beneficiary trusts, their officers, agents or employees or the independent acts, operations, errors and/or omissions of architects and engineers who are not officers, employees, representatives, suppliers, invitees, contractors, subcontractors, or agents of Architect . It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

8. **Insurance.** Prior to approval of this contract, the Architect shall obtain insurance coverage as provided below. The Architect must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the Trust and its participating trusts on a timely basis if requested by Trust staff. The Architect will provide the Certificate(s) of Insurance to the Trust and its participating trusts with the executed contract (contract will not be processed for approval without the contract-required verification of insurance indicated on the Certificate(s) of Insurance). Certificate(s) of Insurance must be insurance industry standard forms, such as ACORD.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the Trust and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the Trust and its participating trusts are named additional insureds without reservation or restriction.

All insurance coverage of the Architect shall be primary to any insurance or self-insurance program carried by the Trust and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Architect is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Architect's deductible is higher than declared, then the Trust and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Architect's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Architect under this Contract are designed to meet the minimum requirements of the Trust and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Architect. The Architect alone shall be responsible for the sufficiency of its own insurance program. Should the Architect have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Architect should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Architect shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Architect shall provide and maintain, during the term of the Contract, 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 One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Architect shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Architect. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Architect shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial General Liability Insurance. The Architect shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The Architect shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or

destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional Liability Insurance. The Architect shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the Trust.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The Trust or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Architect authorizes the City and its participating trusts to confirm all information so furnished as to the Architect's compliance with its bonds and insurance requirements with the Architect's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Architect shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this Contract until there is full compliance with this paragraph or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the aggregate limit required to this contract, the Architect shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit below the aggregate limit required by this contract, the Architect hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

The Architect must carry and maintain the contract-required insurance coverages and may not cancel, fail to be renewed, nor decrease their limits without thirty (30) days written notice to the City and its participating trusts. In the event that a contract-required insurance coverage (policy) is canceled by the Architect's insurance company and through no fault of the Architect, the Architect must immediately provide written notice to the City and its participating trusts and immediately provide properly executed Certificate(s) of Insurance evidencing coverage (policy) replacement of the canceled coverage(s). The Certificate(s) of Insurance must specifically indicate (in the remarks section of the form or elsewhere) the project number and project description. An authorized representative of the insurance companies listed on the Certificate(s) of Insurance must sign the Certificate(s).

- F. Duration of Coverage. All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Architect shall maintain in full force in effect the required professional liability insurance stated above during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract.

9. Termination for Convenience. The Trust may terminate this Contract (with or without cause), in whole or in part, for the Trust's convenience. The Trust may terminate by delivery of a notice to the Architect, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Architect shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the Trust 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 unless the notice directs otherwise.

Upon termination for the convenience by the Trust, the Trust shall pay the Architect for all work and services rendered, up to the time of the notice of termination, in accordance with the

terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the Trust provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

10. **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 Trust:

The City of Oklahoma City
Department of Public Works
420 West Main Street, Seventh Floor
Oklahoma City, Oklahoma 73102
Attn: Eric J. Wenger, P.E., Director
Public Works/City Engineer
Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

To the Architect:

ADG, P.C.
920 W. Main Street
Oklahoma City, OK 73106
Attn: Scott Dedmon, Principal
Phone Number: (405) 232-5700 Fax Number: (405) 232-1618

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.

11. **Stop Work.** Upon notice to the Architect, the Trust may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract.
12. **Compliance with Laws, Ordinances, Specifications and Regulations.** 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 work and/or services provided by this Contract.

13. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the Trust, or until the final resolution of any outstanding disputes between the Trust and the Architect or the contractor(s) on the project, the Architect shall maintain: 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 Trust subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Architect must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Architect shall permit periodic audits by the Trust and Trust'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 Trust and Architect. Agreement as to the time and place for audits may not be unreasonably withheld.
14. **Reporting to the Trust.** The Architect shall report to the Trust on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion.** The Architect warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Architect to solicit or secure this Contract. The Architect further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Architect must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
16. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Architect's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential Bidder to do any project-related work for the Bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Architect to require all employees, sub-consultants, or subcontractors engaged by the Architect to advise the Trust of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Architect will also notify the Trust of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the Trust may be cause for rejection of the Bid in question and/or cancellation of the Architect's contract.
17. **Work Orders.** The Architect shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Architect shall complete and submit the 95% Final Plan Services - Task 2 by May 5, 2021 of date of written work order from the City Engineer. For either Preliminary Reports/Plans or Final Plans and Specifications, the Trust will endeavor to review and return comments and/or corrections (if

any) to the Architect within thirty (30) calendar days from date of receipt of the documents from the Architect. Subsequently, the Architect shall return the corrected documents along with check print copies (if applicable) within thirty (30) calendar days from date of the Trust's transmittal letter directing corrections. If the Architect cannot perform the work and/or services within the time provided, and upon the submission by the Architect of a request in writing to the Trust, indicating the length of extension required to perform a task, the City Engineer may in his sole discretion grant a reasonable extension of time. The request from the Architect shall state the reason for the extension request, along with evidence showing that the Architect is unable to complete this work in the time specified in the work order for reasons beyond its control. The Architect is prohibited from claiming damages for delays and extensions of time.

18. **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 Trust and may be 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 Trust shall be at the Trust'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. During preparation of design documents, the Architect shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Architect.
19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations ("FAR"), the American Institute of Architects ("AIA") or any other publication, are not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
20. **Standard of Care.** In providing the work and services herein, the Architect shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Architect agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Architect.
21. **Fixed Limit of Construction.** If the lowest and best Bid proposed in response to the solicitation of Bids for construction of the project, in accordance with the Bidding Documents provided by the Architect, exceeds the Fixed Limit of Construction or funds available for this project, the Architect, at no increase or additional cost to the Trust, shall redesign the project and redraft the Bidding Documents so that the construction Bids pursuant to a subsequent solicitation come within the Fixed Limit of Construction.
22. **Design Corrections.** The Architect agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such

documents or services contain any errors, deficiencies or inadequacies caused by the Architect, at no cost to the Trust. The Architect further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Architect is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the Trust upon its review or inspection, nor is the Architect relieved from liability for the Trust's lack of review or inspection of said documents.

23. **Backup Required.** In accordance with good architectural practices, the Architect must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as “data”) in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. 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 Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.
24. **Notice of Design Limitations.** The Architect will immediately advise the Trust at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
25. **Sub-consultants.** The Architect agrees to submit for approval by the Trust, prior to their engagement, a list of any sub-consultants or subcontractors the Architect intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. The Architect shall notify the Trust and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
26. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Architect agrees as follows:
 - A. The Architect shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Architect shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Architect shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.

- B. In the event of the Architect's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Trust. The Trust may declare the Architect ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Architect.
- C. The Architect agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Architect shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
27. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Architect to provide professional and personal services to the Trust, the parties agree that the Architect may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
28. **Oklahoma City Municipal Facilities Authority (OCMFA) Unilateral Right to Assign.**
Not Used.
29. **Termination for Default.** The Trust may cancel this Contract (with or without cause), in whole or in part, for failure of the Architect to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination. Upon termination for cause by the Trust, the Trust shall pay the Architect for all work and services rendered, up to the time of the effective date of termination.
- B. If this Contract is terminated by reason of a default of the Architect prior to the completion of this project, regardless of the reason for said termination, the Architect shall immediately assign to the Trust any contracts and/or agreements relative to this project entered into between the Architect and its subcontractors and sub-consultants, as the Trust may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Trust, the Trust shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Architect from and after the date of such assignment to and acceptance by the Trust. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the Trust shall constitute a debt between the Architect and the affected subcontractors or sub-consultants, and the Trust shall in no way be deemed liable for such sums. The Architect shall include this provision and the

Trust's rights and obligations hereunder in all agreements or contracts entered into with the Architect's subcontractors and sub-consultants.

- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.

30. **Time Is of the Essence.** Both the Trust and the Architect expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Trust to timely object to the time of performance shall not waive any right of the Trust to object at a later time.
31. **No Damage 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 work, 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.
32. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
33. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Trust and the Architect concerning the Contract. Neither the Trust nor the Architect has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth herein.
34. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the Trust and the Architect. In the event the Architect's Basic Services are increased or changed so as to materially increase the need for architectural services in excess of the not to exceed total compensation, the Architect may seek to amend this Contract.
35. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
36. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
37. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the

terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

38. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
39. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. 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.
40. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
41. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the Trust.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Contract was executed and approved by the Architect this 11th day of May, 20 21.

ATTEST:

ADG, P.C.

Scott Dedmon
President. **PRINCIPAL**

STATE OF Oklahoma)

) SS

COUNTY OF Oklahoma)

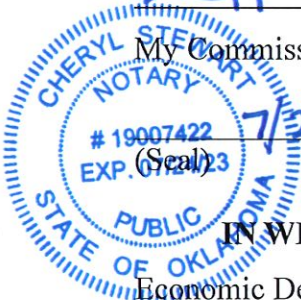
This instrument was acknowledged before me on this 11th day of May, 2021, by

SCOTT DEDMON, as PRINCIPAL of ADG, P.C.

My Commission Expires/My Commission Number:

7/24/23 / 19007422

C Cheryl Stewart
Notary Public



IN WITNESS WHEREOF, this Contract was approved and executed by The Oklahoma City Economic Development Trust this 25th day of May, 20 21.

ATTEST:

THE OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST

Amy K. Simpson
Secretary



John B. Smith
Chairman

CONCURRED by The City of Oklahoma City this 8th day of June, 2021.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Wiley L. Williams
Assistant Municipal Counselor

**EXHIBIT A
SCOPE OF WORK
PROJECT NO. MB-1540
MYRIAD GARDENS CRYSTAL BRIDGE RENOVATION**

This scope of work is for the renovation of the Myriad Gardens Crystal Bridge and mechanical, electrical, plumbing and structural services for the replacement of three mechanical units in the basement.

Project Scope:

Task 2 Final Plan Services for the replacement of three units in the basement.

- Issue technical specifications as an Architects Supplemental Information (ASI).
- Issue drawings for construction as an ASI.
- Provide cost estimate.

Task 3 Bidding Services for the renovation of the Crystal Bridge

- Assist during the bidding process.
- Respond to Bidders questions.
- Issue Addenda.

Task 4 Construction Administration Services for the renovation of the Crystal Bridge

- Provide responses to contractor Request for Information (RFI), and issue ASI.
- Review submittals related to the design disciplines provided.
- Architectural: 1 site visit every two weeks for seven months (14 visits), plus 1 punch list site visit, plus 1 final walk-through for a total of 16 site visits.

Task 5 As-Built Drawings Services for the renovation of the Crystal Bridge

- As-Built CADD Drawing preparation

Project Team:

Our Design Team is comprised of the following firms:

- | | |
|---------------------------|------------------------------------|
| • Architect | ADG, P.C. |
| • Landscape Architect | Murase Associates |
| • Retail Designer | Charles Sparks & Co. |
| • Interpretative Elements | Geckogroup |
| • MEP Engineering | HP Engineering, Inc. |
| • Structural Engineering | White Engineering Associates, Inc. |

EXHIBIT B
COMPENSATION
PROJECT NO. MB-1540
MYRIAD GARDENS CRYSTAL BRIDGE RENOVATION

Under the terms of this Contract, the Architect agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$86,500 which includes: for Basic Services an amount not to exceed \$83,000, and for Reimbursable Expenses, an amount not to exceed \$3,500, as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$83,000, 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:
No Trust Financial Obligation

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

Task 2 an additional amount not to exceed:
\$16,000

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

Task 3 an additional amount not to exceed:
\$5,000

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$60,000

Upon completion and final acceptance by the Trust 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:
\$2,000

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

B.II. Reimbursable Expenses

The Trust agrees to pay reimbursable expenses in an amount not to exceed \$3,500. 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 Trust.
2. Expenses for Travel and car rental, lodging and per diem

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.

EXHIBIT C
ANTI/NON-COLLUSION AFFIDAVIT
PROJECT NO. MB-1540
MYRIAD GARDENS CRYSTAL BRIDGE RENOVATION

State of Oklahoma)
County of Oklahoma)SS.

The undersigned Architect, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Architect; that the Architect has not, directly or indirectly, entered into any agreement, express or implied, with any other architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the architect/engineers, the parceling or farming out to any architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Architect further states that the Architect has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Architect or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Architect states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Architect: SCOTT DEDMON

Signature of executing individual: 

Title: PRINCIPAL

920 W. Main St., Oklahoma City, OK. 73106
Address of the Architect Zip Code

(405) 232-5700
(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 11th day of May, 20 21, by

SCOTT DEDMON

My Commission Expires/Commission Number:

7/24/23 / 19007422 (Seal)




Notary Public

(49 Okla.Stat. 1985 §119)

EXHIBIT D
NONDISCRIMINATION CERTIFICATE
PROJECT NO. MB-1540
MYRIAD GARDENS CRYSTAL BRIDGE RENOVATION

State of Oklahoma)
County of Oklahoma) SS.

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 take affirmative action to 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 and sub-consultants shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this section.
- B. In the event of the Architect's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the City. The Architect may be declared, by the City, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Architect and/or sub-consultants.
- C. The Architect agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

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

Printed name of the Architect: SCOTT DEDMON
Signature of executing individual: [Signature]
Title: PRINCIPAL
920 W. Main St., Oklahoma City, OK. 73106
Address of the Architect Zip Code
(405) 232-5700
(A.C.) Tel. Number and (FAX No.)

Signed and sworn to before me on this 11th day of May, 2021, by

SCOTT DEDMON

My Commission Expires/Commission Number:
7/24/23 / 19007422 (Seal)



[Signature]

(49 Okla.Stat. 1985 §119)



ADGPC00-01

LFORTUNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2021

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 License # 100101891 Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136 | CONTACT NAME: Leanna Fortune PHONE (A/C, No, Ext): (405) 863-9823 FAX (A/C, No): E-MAIL ADDRESS: leanna.fortune@hubinternational.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Travelers Property Casualty Company of America | 25674 |
| | INSURER B: Technology Insurance Company | 42376 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED

ADG, PC
920 W Main
Oklahoma City, OK 73106

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 680-0J187213 | 4/5/2021 | 4/5/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 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 | | | BA-5R371905 | 4/5/2021 | 4/5/2022 | 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 \$ 10,000 | | | CUP-7B054769 | 4/5/2021 | 4/5/2022 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | 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 | TWC3928108 | 1/1/2021 | 1/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Valuable Papers | | | 680-0J187213 | 4/5/2021 | 4/5/2022 | Limit 425,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: MB-1540, Myriad Gardens Crystal Bridge Renovation

The City of Oklahoma City and its participating trusts, as their interests may appear per written contract, are named as Additional Insured with Waiver of Subrogation regarding General, Automobile and Umbrella/Excess Liability coverages. Waiver of Subrogation applies regarding Workers' Compensation. \$0 Deductible for General Liability and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and its participating public trusts
Department of Public Works
420 West Main Street, Seventh Floor
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2021

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 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 RESERVED RESOURCE INSURANCE LLC 9 W ARROWHEAD CIRCLE SANTA FE, NM 87506 | | CONTACT NAME: George J. Vogler PHONE (A/C, No, Ext): 505-780-5009 E-MAIL ADDRESS: george.vogler@ae-always.com FAX (A/C, No): | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Continental Casualty Company | |
| | | INSURER B: | |
| | | 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | |
| | COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE |
| | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | MED EXP (Any one person) |
| | | | | | | PERSONAL & ADV INJURY |
| | | | | | | GENERAL AGGREGATE |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG |
| | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> | | | | | |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | ANY AUTO | | | | | BODILY INJURY (Per person) |
| | ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) |
| | HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE |
| | EXCESS LIAB | | | | | AGGREGATE |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | | | | | OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. EACH ACCIDENT |
| | | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | E.L. DISEASE - POLICY LIMIT |
| A | PROFESSIONAL LIABILITY | | AEH004316518 | 08/25/2020 | 08/25/2021 | \$2,000,000 Per Claim (including defense cost) \$2,000,000 Aggregate (including defense cost) |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Number MB-1540, Myriad Gardens Crystal Bridge Renovation

The policy deductible with respect to The City of Oklahoma City and its Participating Public Trusts is \$25,000 per claim.

Should the Insurer cancel the above described policy before the expiration date for reasons other than nonpayment of premium or deductible when due, the issuing Insurer will mail 30 days written notice to the certificate holder named below and if canceled for such nonpayment 10 days notice will be given.

CERTIFICATE HOLDER**CANCELLATION**

| | | |
|--|--|--|
| The City of Oklahoma City and its participating public trusts Department of Public Works Attn: Eric J Wenger PE 420 W Main Street, 7th Floor 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 |

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ACORD 25 (2010/05)

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