

CONTRACT FOR [ARCHITECTURAL OR ENGINEERING] SERVICES

This Contract for [architectural or engineering] services for the \_\_\_\_\_ ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the [City of Oklahoma City, a municipal corporation ("City") or \_\_\_\_\_, a municipal trust ("Trust")], and \_\_\_\_\_ ("[Architect or Engineer]").

**WITNESSETH:**

**PROJECT NO.** \_\_\_\_\_

**FIXED LIMIT OF CONSTRUCTION - \$** \_\_\_\_\_

**WHEREAS**, the [City or Trust] intends to engage the services of the [Architect or Engineer] to provide for design and all other [architectural or engineering] services related to \_\_\_\_\_ ("project"); and

**WHEREAS**, the [Architect or Engineer] 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**, the [Architect or Engineer] has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects, engineers and planners adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, and November 18, 1986, which resolution, with its amendments, is made a part of this Contract by reference.

**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 or Engineering]*

*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 engineering, 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 or Engineer] is hereby engaged and employed by the [City or Trust] to perform in accordance with good [architectural or engineering] practices and in the best interest of the [City or Trust] 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:

**[ENGINEERING SERVICES]**

A. Preliminary Report Services - Task 1

- (1) Prepare and make all necessary preliminary surveys, investigations, studies, reports and preliminary general plans and specifications. The preliminary investigation 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 the project. The City Engineer will approve the preliminary general plans and specifications. All plans shall be submitted with the appropriate title sheet as indicated on the Public Works web page: [www.okc.gov/pw](http://www.okc.gov/pw) (OKC Autocad Standards link).
- (2) Prepare a utility and right-of-way plan showing recommended alignment for relocation of utilities and recommended right-of-way needs. The plan shall

include existing and proposed easements. The plan shall show ownership of all properties affected by the project. The [Architect or Engineer] shall acquire the limited ownership list. The [Architect or Engineer] shall complete and submit the limited ownership list within thirty (30) calendar days of the date of a written work order.

- (3) Prepare a construction cost estimate for said improvements, extensions and repairs, and an estimate of all engineering fees, testing costs, right-of-way costs, and inspection fees in connection therewith.
- (4) Hold all necessary conferences with the [City or Trust] and all other interested parties (inclusive is the requirement for the [Architect or Engineer] 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 or Engineer] at the [City or Trust]'s conference room.
- (5) Prepare the report for submittal to the [City or Trust] covering the [Architect or Engineer]'s preliminary surveys, studies, investigations and other items as specified in the 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 [City or Trust] the order of construction and completion of each phase of construction.
- (6) Furnish the [City or Trust] three (3) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the [City or Trust]. The cost of any additional copies of Preliminary Reports as the [City or Trust] may require will be reimbursed at the actual cost thereof.
- (7) 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.

The [City or Trust] will select the laboratories and the costs of such sampling, analysis, borings, tests, or explorations and investigations will be paid by the [City or Trust] under separate contract with the laboratories.

- (8) 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 [City or Trust]. Additionally, provide right-of-way

ownership maps showing locations and dimensions of right-of-way to be acquired and assist the [City or Trust] when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the [City or Trust], the Engineer 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 [City or Trust]) will be billed to the [City or Trust] at the actual cost thereof in accordance with Paragraph 5. Payments.

- (9) Review and recommend approval of testing laboratory claim vouchers.
- (10) The Preliminary Report shall be recommended by the City Engineer for formal approval by the [City or Trust].

B. Final Plan Services - Task 2

- (1) Prepare final plans, specifications and construction cost estimate.
- (2) After approval of the Preliminary Report in whole or in part by the [City or Trust], the [Architect or Engineer] shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, [City or Trust] standards, details and specifications for such work. The [Architect or Engineer] shall complete said plans and specifications for submission to the [City or Trust] for its approval.
- (3) Prepare and furnish the [City or Trust] all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of the [City or Trust], employing wherever applicable, standard [City or Trust] forms, in completed form.
  - 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 or Engineer] 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.
- (4) Furnish one (1) copy of final plans and specifications to each of the utility companies as determined necessary to coordinate the project construction and utility relocations at no cost to the [City or Trust] and conduct a final utility conference at completion of 60% final plans.

- (5) Furnish the [City or Trust] five (5) copies 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 or Engineer]'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 or Engineer] will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the [Architect or Engineer] shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, the [Architect or Engineer] 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 or Engineer].
- (7) Prepare and furnish the [City or 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 [City or Trust], employing standard [City or Trust] forms, in completed form.

Furnish the [City or Trust] seven (7) hard copies of all final plans (three of which must be one-half size), seven (7) hard copies of final specifications, and one (1) electronic copy of the final plans and specifications, all free of cost to the [City or Trust]. The cost of any additional copies of plans and specifications as the [City or Trust] may require will be reimbursed at the actual cost thereof.

- (8) 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.

Confirm and/or supplement the geotechnical requirement described in Preliminary Report Services - Task 1 above.

The [City or Trust] will select the laboratories and the costs of such sampling, analysis, borings, tests, or explorations and investigations will be paid by the [City or Trust] under separate contract with the laboratories.

- (9) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.
- (10) Meet with the [City or Trust] or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (11) Prior to the submission of Bidding Documents to the [City or Trust] for solicitation of Bids, the [Architect or Engineer] shall submit plans and specifications required for the granting of all necessary building permits.
- (12) Prepare all necessary plans, studies and applications for submission to City, 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 [City or Trust].
- (13) 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 [City or Trust]. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the [City or Trust] when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the [City or Trust], the [Architect or Engineer] 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 [City or Trust]) will be billed to the [City or Trust] at the actual cost thereof in accordance with Paragraph 5. Payments.
- (14) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits using United States Geological Survey (USGS) data. The [Architect or Engineer] 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

- (1) Meet with the [City or 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 or Engineer] shall hold at least one (1) Pre-Bid Conference with prospective Bidders.

- (2) Answer all [City or 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 [City or Trust] will receive the Bids (electronically on BidSync) and the [Architect or Engineer] will receive a copy of the Bids from the [City or Trust]. The [Architect or Engineer] will review and evaluate the Bids and will make recommendations to the [City or Trust] for an award. The [Architect or Engineer] shall assist, review and make recommendations to the [City or Trust] on all construction contract issues.
- (4) If Bids are received, all of which exceed the Fixed Limit of Construction, the [Architect or Engineer] shall revise its plans as directed by the [City or Trust], pursuant to the paragraph "Fixed Limit of Construction" of this Contract.

D. Construction Administration Services - Task 4

- (1) The [Architect or Engineer] shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The [Architect or Engineer] will have the authority to act on behalf of the [City or Trust] only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the [City or 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 [City or Trust] and all other interested parties. The [City or 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 or Engineer] 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 Engineer will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is 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 [City or Trust] and its representatives or the Construction Contractor, to safeguard the [City or Trust] against defects and deficiencies in the construction. When making such interpretations and decisions, the [Architect or Engineer] will endeavor to secure faithful performance by the Construction Contractor. The [Architect or Engineer] 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 [City or 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 [City or Trust].
- (7) Review and recommend approval of testing laboratory claim vouchers.
- (8) The [Architect or Engineer] shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The [Architect or Engineer] 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 or Engineer] is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The [Architect or Engineer] will keep the [City or Trust] informed of progress of the work, and will endeavor to guard the [City or Trust] against defects and deficiencies of the work. The [Architect or Engineer] 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 [City or 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 [City or 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 or Engineer]'s consultants will be through the [Architect or Engineer]. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other [City or Trust] contractors will be through the [City or Trust]. The [Architect or Engineer] shall be available at all times for the purpose of communication.
- (13) The [Architect or Engineer] shall recommend to the City Engineer rejection of work that does not conform to the Bidding Documents. At any time during construction, the [Architect or Engineer] may be given the authority to require additional inspection or testing of the work by the City Engineer.
- (14) The [Architect or Engineer] 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 or Engineer]'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 or Engineer]'s review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the [City or Trust] as required by the Bidding Documents. The [Architect or Engineer]'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 or Engineer]'s approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The [Architect or Engineer] shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders,

field orders, amendments, field changes and construction change directives. The [Architect or Engineer] 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 or Engineer] 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 or Engineer] shall receive and forward to the [City or Trust] all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The [Architect or Engineer] 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 or Engineer] will review daily reports furnished by the [City or 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 or Engineer] and resolved with the Construction Contractor and the [City or Trust]. The [Architect or Engineer]'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 or Engineer] 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

- (1) Upon termination or completion of this Contract, the [Architect or Engineer] shall, at its expense, correct the original drawings [show all as-built changes based on information from as-built field surveys] reflecting the actual construction of the project and shall furnish the [City or Trust], without expense, electronic files on CD ROM in the latest AutoCAD version 10.0 format 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 or Engineer] shall also furnish the [City or Trust], without cost to the [City or Trust], all basic calculations used in the design of the structures and original field notes

on all land surveys, at which time [Architect or Engineer] shall receive the retained portion of its fee as provided in Exhibit B of this Contract.

- (3) The [Architect or Engineer] shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the [Architect or Engineer] shall provide to the [City or 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.

**[END ENGINEERING SERVICES]**

**[ARCHITECTURAL SERVICES]**

A. Preliminary Report Services - Task 1

- (1) Prepare schematic design studies, including review and comment of the project and a design development document/Preliminary Report. The [Architect or Engineer] 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 or Engineer] 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](http://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 [City or Trust] and all other interested parties (inclusive is the requirement for the [Architect or Engineer] 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 or Engineer] at the [City or Trust]'s conference room.

- (4) Prepare the design development document/Preliminary Report for submittal to the [City or Trust] covering the [Architect or Engineer]'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 [City or Trust] the order of construction and completion of each phase of construction.
- (5) Furnish the [City or Trust] three (3) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the [City or Trust]. The cost of any additional copies of Preliminary Reports as the [City or Trust] may require will be reimbursed at the actual cost thereof.
- (6) 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.

The [City or Trust] will select the laboratories and the costs of such sampling, analysis, borings, tests, or explorations and investigations will be paid by the [City or Trust] under separate contract with the laboratories.

- (7) Review and recommend approval of testing laboratory claim vouchers.
- (8) The Preliminary Report shall be recommended by the City Engineer for formal approval by the [City or Trust].

B. Final Plan Services - Task 2

- (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 [City or Trust], the [Architect or Engineer] shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, [City or Trust] standards, details and specifications for such work. The [Architect or Engineer] shall complete said plans and specifications for submission to the [City or 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 or Engineer] 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 or Engineer] 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 or Engineer] shall assemble said plans and specifications for submission to the [City or Trust] for their approval.

- (4) Furnish one (1) copy of final plans and specifications to each of the utility companies as determined necessary to coordinate the project construction and utility relocations at no cost to the [City or Trust] and conduct a final utility conference at completion of 60% final plans.
- (5) Furnish the [City or Trust] five (5) copies 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 or Engineer]'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 or Engineer] will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the [Architect or Engineer] shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, the [Architect or Engineer] 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 or Engineer].
- (7) Prepare and furnish the [City or 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 [City or Trust], employing standard [City or Trust] forms, in completed form.

Furnish the [City or Trust] seven (7) hard copies of all final plans (three of which must be one-half size), seven (7) hard copies of final specifications, and one (1) electronic copy of the final plans and specifications, all free of cost to the [City or Trust]. The cost of any additional copies of plans and specifications as the [City or Trust] may require will be reimbursed at the actual cost thereof.

- (8) 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.

Confirm and/or supplement the geotechnical requirement described in Preliminary Report Services - Task 1 above.

The [City or Trust] will select the laboratories and the costs of such sampling, analysis, borings, tests, or explorations and investigations will be paid by the [City or Trust] under separate contract with the laboratories.

- (9) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.
- (10) Meet with the [City or Trust] or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (11) Prior to the submission of Bidding Documents to the [City or Trust] for solicitation of Bids, the [Architect or Engineer] shall submit plans and specifications required for the granting of all necessary building permits.
- (12) Prepare all necessary plans, studies and applications for submission to City, 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 [City or Trust].
- (13) 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 [City or Trust]. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the [City or Trust] when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the [City or Trust], the [Architect or Engineer] 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 [City or Trust]) will be billed to the [City or Trust] at the actual cost thereof in accordance with Paragraph 5. Payments.
- (14) 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 or Engineer] 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

- (1) Meet with the [City or 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 or Engineer] shall hold at least one (1) Pre-Bid Conference with prospective Bidders.
- (2) Answer all [City or 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 [City or Trust] will receive the Bids (electronically on BidSync) and the [Architect or Engineer] will receive a copy of the Bids from the [City or Trust]. The [Architect or Engineer] will review and evaluate the Bids and will make recommendations to the [City or Trust] for an award. The [Architect or Engineer] shall assist, review and make recommendations to the [City or Trust] on all construction contract issues.
- (4) If Bids are received, all of which exceed the Fixed Limit of Construction, the [Architect or Engineer] shall revise its plans as directed by the [City or Trust], pursuant to the paragraph "Fixed Limit of Construction" of this Contract.

D. Construction Administration Services - Task 4

- (1) The [Architect or Engineer] shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The [Architect or Engineer] will have the authority to act on behalf of the [City or Trust] only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the [City or 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 [City or Trust] and all other interested parties. The [City or 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 or Engineer] 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 [City or Trust] and its representatives or the Construction Contractor, to safeguard the [City or Trust] against defects and deficiencies in the construction. When making such interpretations and decisions, the [Architect or Engineer] will endeavor to secure faithful performance by the Construction Contractor. The [Architect or Engineer] 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 [City or 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 [City or Trust].
- (7) Review and recommend approval of testing laboratory claim vouchers.
- (8) The [Architect or Engineer] 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 or Engineer] 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 or Engineer] is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The [Architect or Engineer] will keep the [City or Trust] informed of progress of the work, and will endeavor to guard the [City or Trust] against defects and deficiencies of the work. The [Architect or Engineer] 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 [City or 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 [City or 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 or Engineer]'s consultants will be through the [Architect or Engineer]. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other [City or Trust] contractors will be through the [City or Trust]. The [Architect or Engineer] shall be available at all times for the purpose of communication.
- (13) The [Architect or Engineer] shall recommend rejection to the City Engineer of work that does not conform to the Bidding Documents. At any time during construction, the [Architect or Engineer] may be given the authority to require additional inspection or testing of the work by the City Engineer.
- (14) The [Architect or Engineer] 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 or Engineer]'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 or Engineer]'s review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the [City or Trust] as required by the Bidding Documents. The [Architect or Engineer]'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 or Engineer]'s approval of a specific

item shall not indicate approval of an assembly of which the item is a component.

- (15) The [Architect or Engineer] 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 or Engineer] 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 or Engineer] 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 or Engineer] shall receive and forward to the [City or Trust] all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The [Architect or Engineer] 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 or Engineer] will review daily reports furnished by the [City or 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 or Engineer] and resolved with the Construction Contractor and the [City or Trust]. The [Architect or Engineer]'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 or Engineer] 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

- (1) Upon termination or completion of this Contract, the [Architect or Engineer] 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 [City or Trust], without expense, electronic files on CD ROM in the latest AutoCAD version 10.0 format 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 or Engineer] shall also furnish the [City or Trust], without cost to the [City or Trust], all basic calculations used in the design of the structures and original field notes on all land surveys, at which time [Architect or Engineer] shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
- (3) The [Architect or Engineer] shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the [Architect or Engineer] shall provide to the [City or 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.

**[END ARCHITECTURAL SERVICES]**

**[ENGINEERING STUDY SERVICES]**

A. Report Services - Task 1

- (1) Prepare and make all necessary preliminary surveys, investigations, studies, reports, preliminary general plans and specifications.
- (2) Prepare an approximate estimate of the construction costs of the recommended improvements contained in the study, and an estimate of all engineering fees, testing costs, right-of-way, and inspection fees in connection therewith.
- (3) Hold all necessary conferences with the [City or Trust] and all other interested parties.
- (4) The [Architect or Engineer] shall prepare a report to the [City or Trust] covering the [Architect or Engineer]'s preliminary surveys, studies, and investigations and other items as specified in paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof.
- (5) Furnish the [City or Trust] ten (10) copies of the report free of cost to the [City or Trust]. The cost of any additional copies of reports as the [City or Trust] may require will be reimbursed at the actual cost thereof.
- (6) The report shall be recommended by the City Engineer for formal approval by the [City or Trust].

**[END ENGINEERING STUDY SERVICES]**

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 [City or Trust] unless such work or service is first approved in writing by the [City or Trust].
4. **Compensation.** The aggregate total compensation for all [architectural or engineering] services under this Contract shall not exceed a total fee of \_\_\_\_\_, which includes: for Basic Services an amount not to exceed \_\_\_\_\_, and for \_\_\_\_\_ an amount not to exceed \_\_\_\_\_, both of which are specifically set forth in Exhibit B, attached hereto and incorporated herein.
5. **Payments.**

**[STANDARD PAYMENT]**

- 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 or Engineer] shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The [City or Trust] agrees to pay the [Architect or Engineer], as compensation for such [architectural or engineering] services as listed herein. The invoices shall be prepared and submitted by the [Architect or Engineer] and be accompanied by all supporting data required by the [City or 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 [City or Trust] or any obligation of the [Architect or Engineer] 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 or Engineer] for the normal structural, electrical or mechanical engineering services shall be billed to the [City or Trust] by the [Architect or Engineer] at the actual cost thereof.

**[END STANDARD PAYMENT]**

**[HOURLY RATE/MULTIPLIER PAYMENT]**

- 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 or Engineer] shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The [City or Trust] agrees to pay the [Architect or Engineer], as compensation for such [architectural or engineering] services as listed herein, an amount equal to the actual payroll cost based on time card records for employees working on the project times a multiplier of 3.0 to cover overhead, direct costs, indirect costs and profit. Payments for surveying services associated with this Contract shall be invoiced at the rate of \$115.00 per hour for use of a two (2) man crew to include transportation of equipment and materials, overhead and profit and all reports to be made. The invoices shall be prepared and submitted by the [Architect or Engineer] and be accompanied by all supporting data required by the [City or Trust]. Additionally, the invoices must be accompanied by a

description of the position of the employee with the [Architect or Engineer], employee's hours expended and multiplier. 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 [City or Trust] or any obligation of the [Architect or Engineer] 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. Professional consultants engaged by the [Architect or Engineer] for the normal structural, electrical or mechanical engineering services shall be billed to the [City or Trust] by the [Architect or Engineer] at the actual cost thereof.

**[END HOURLY RATE/MULTIPLIER PAYMENT]**

- B. The [Architect or Engineer] shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the [City or Trust] for compensation and payment. The [City or Trust] will review the invoice and claim voucher for payment. Should the [City or Trust] question or request additional documentation or disapprove all or a portion of any invoice, the [Architect or Engineer] 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 [City or Trust] and the [Architect or Engineer].
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
6. **Indemnity**. To the fullest extent permitted by law, the [Architect or Engineer] agrees to release, defend, indemnify and save harmless the City 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, in any way resulting from or arising out of the [Architect or Engineer]'s negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the [Architect or Engineer]'s use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the [Architect or Engineer]'s officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The [Architect or Engineer] shall promptly advise the City 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 or Engineer], at its expense, shall assume the defense of the City and its beneficiary trusts, with counsel satisfactory to the City its beneficiary trusts. This section shall survive the expiration of the Contract. Provided, however, the [Architect or Engineer] need not release, defend, indemnify or save harmless the City and its beneficiary trusts, or their officers, agents and employees, from damages or injuries resulting from the

negligence of the City 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 or Engineer] . It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

7. **Insurance.** Prior to approval of this contract, the [Architect or Engineer] shall obtain insurance coverage as provided below. The [Architect or Engineer] 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 City and its participating trusts on a timely basis if requested by City staff. The [Architect or Engineer] will provide the Certificate(s) of Insurance to the City 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 City 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 City and its participating trusts are named additional insureds without reservation or restriction. The City and any of its participating trusts shall be named as loss payees on the [Architect or Engineer]'s valuable papers insurance policy for this Project.  
*[Note: Amend previous sentence to include any necessary entity involved in the Project as an additional insured. An example would be inclusion of State Fair Inc. for a project at the State Fairgrounds.]*

All insurance coverage of the [Architect or Engineer] shall be primary to any insurance or self-insurance program carried by the City 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.

- B. **Deductibles:** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of

insurance. If no deductible is declared, the [Architect or Engineer] is stating a deductible does not exist and thus a deductible is not approved or accepted. If the [Architect or Engineer]'s deductible is different than declared, then the City 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 or Engineer]'s self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the [Architect or Engineer] under this Contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the [Architect or Engineer]. The [Architect or Engineer] alone shall be responsible for the sufficiency of its own insurance program. Should the [Architect or Engineer] have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the [Architect or Engineer] 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 or Engineer] 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 or Engineer] 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 or Engineer] 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 or Engineer]. 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 or Engineer] 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 or Engineer] 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 or Engineer] 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) Valuable Paper Insurance. The [Architect or Engineer] shall provide and maintain valuable paper insurance in an amount not less than fifty percent

(50%) of the total compensation listed in the Compensation Paragraph of this Contract to guarantee the restoration in the event of the loss or destruction of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (collectively referred to as “documents” in this subparagraph) obtained or prepared as a part of this Contract and to guarantee the delivery of said documents to the City and its participating trusts upon the completion, expiration, cancellation or termination of this Contract. The provision of valuable paper insurance shall not relieve the [Architect or Engineer] of the responsibility of replacing or restoring any and all documents destroyed or lost prior to delivery at [Architect or Engineer]’s sole cost and expense. The City and its participating trusts are to be named as loss payees.

(5) Professional Liability Insurance. The [Architect or Engineer] 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 City.

D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City 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 or Engineer] authorizes the City and its participating trusts to confirm all information so furnished as to the [Architect or Engineer]’s compliance with its bonds and insurance requirements with the [Architect or Engineer]’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 or Engineer] 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, the [Architect or Engineer] 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, the [Architect or Engineer] hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

The [Architect or Engineer] 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 or Engineer]'s insurance company and through no fault of the [Architect or Engineer], the [Architect or Engineer] 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). Additionally, the [Architect or Engineer] must provide a covenant from the insurance agent that the insurance agent will provide to the City and its participating trusts thirty (30) days advanced written notice prior to any cancellation, lapse, reduction, limitation, or non-renewal of any contract-required insurance coverage or policy.

- 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 or Engineer] 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.

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

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

9. **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 [City or 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 or Engineer]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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.

10. **Stop Work.** Upon notice to the [Architect or Engineer], the [City or 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.
11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The [Architect or Engineer] 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.
12. **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 [City or Trust], or until the final resolution of any outstanding disputes between the [City or Trust] and the [Architect or Engineer] or the contractor(s) on the project, the [Architect or Engineer] 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 [City or 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 or Engineer] must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The [Architect or Engineer] shall permit periodic audits by the [City or Trust] and the [City or 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 [City or Trust] and [Architect or Engineer]. Agreement as to the time and place for audits may not be unreasonably withheld.
13. **Reporting to the [City or Trust].** The [Architect or Engineer] shall report to the [City or Trust] on a regular monthly basis and on an as needed basis.
14. **Prohibition Against Collusion.** The [Architect or Engineer] warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the [Architect or Engineer] to solicit or secure this Contract. The [Architect or Engineer] 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 or Engineer], 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 or Engineer] must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
15. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the [Architect or Engineer]'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 or Engineer] to require all employees, sub-consultants, or subcontractors engaged by the [Architect or Engineer] to advise the [City or 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 or Engineer] will also notify the [City or Trust] of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the [City or Trust] may be cause for rejection of the Bid in question and/or cancellation of the [Architect or Engineer]'s contract.

16. **Work Orders.** The [Architect or Engineer] shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The [Architect or Engineer] shall complete and submit the Preliminary Report Services - Task 1 within \_\_\_\_\_ calendar days of date of written work order from the City Engineer (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the work order), and shall complete and submit the Final Plan Services - Task 2 within \_\_\_\_\_ calendar days of date of written work order from the City Engineer. For either Preliminary Reports/Plans or Final Plans and Specifications, the [City or Trust] will endeavor to review and return comments and/or corrections (if any) to the [Architect or Engineer] within thirty (30) calendar days from date of receipt of the documents from the [Architect or Engineer]. Subsequently, the [Architect or Engineer] shall return the corrected documents along with check print copies (if applicable) within thirty (30) calendar days from date of the [City or Trust]'s transmittal letter directing corrections. If the [Architect or Engineer] cannot perform the work and/or services within the time provided, and upon the submission by the [Architect or Engineer] of a request in writing to the [City or 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 or Engineer] shall state the reason for the extension request, along with evidence showing that the [Architect or Engineer] is unable to complete this work in the time specified in the work order for reasons beyond its control. The [Architect or Engineer] is prohibited from claiming damages for delays and extensions of time.
  
17. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the [City or Trust] and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the [Architect or Engineer]. Reuse of said documents by the [City or Trust] shall be at the [City or Trust]'s risk and responsibility and not that of the [Architect or Engineer]. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the [Architect or Engineer] 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 or Engineer].

18. **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.
19. **Standard of Care.** In providing the work and services herein, the [Architect or Engineer] 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 or Engineer] 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 or Engineer].
20. **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 or Engineer], exceeds the Fixed Limit of Construction or funds available for this project, the [Architect or Engineer], at no increase or additional cost to the [City or 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.
21. **Design Corrections.** The [Architect or Engineer] 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 or Engineer], at no cost to the [City or Trust]. The [Architect or Engineer] 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 or Engineer] is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the [City or Trust] upon its review or inspection, nor is the [Architect or Engineer] relieved from liability for the [City or Trust]'s lack of review or inspection of said documents.
22. **Notice of Design Limitations.** The [Architect or Engineer] will immediately advise the [City or 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.
23. **Sub-consultants.** The [Architect or Engineer] agrees to submit for approval by the [City or Trust], prior to their engagement, a list of any sub-consultants or subcontractors the [Architect or Engineer] intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. The [Architect or Engineer] shall notify the [City or Trust] and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.

24. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the [Architect or Engineer] agrees as follows:
- A. The [Architect or Engineer] 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 or Engineer] 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 or Engineer] 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 or Engineer]'s noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the [City or Trust]. The [City or Trust] may declare the [Architect or Engineer] ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the [Architect or Engineer].
  - C. The [Architect or Engineer] agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The [Architect or Engineer] shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
25. **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 or Engineer] to provide professional and personal services to the [City or Trust], the parties agree that the [Architect or Engineer] may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
26. **Oklahoma City Municipal Facilities Authority (OCMFA) Unilateral Right to Assign (for OCMFA Advance A&E contracts only).** Upon notice to the [Architect or Engineer], the [Architect or Engineer] hereby grants the OCMFA the unilateral and unconditional right to assign this contract and all the rights, interests, warranties, obligations, and duties hereunder to the City of Oklahoma City.



27. **Termination for Default.** The [City or Trust] may cancel this Contract (with or without cause), in whole or in part, for failure of the [Architect or Engineer] 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 [City or Trust], the [City or Trust] shall pay the [Architect or Engineer] 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 or Engineer] prior to the completion of this project, regardless of the reason for said termination, the [Architect or Engineer] shall immediately assign to the [City or Trust] any contracts and/or agreements relative to this project entered into between the [Architect or Engineer] and its subcontractors and sub-consultants, as the [City or 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 [City or Trust], the [City or 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 or Engineer] from and after the date of such assignment to and acceptance by the [City or 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 [City or Trust] shall constitute a debt between the [Architect or Engineer] and the affected subcontractors or sub-consultants, and the [City or Trust] shall in no way be deemed liable for such sums. The [Architect or Engineer] shall include this provision and the [City or Trust]'s rights and obligations hereunder in all agreements or contracts entered into with the [Architect or Engineer]'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.
28. **Time Is of the Essence.** Both the [City or Trust] and the [Architect or Engineer] 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 [City or Trust] to timely object to the time of performance shall not waive any right of the [City or Trust] to object at a later time.
29. **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 or Engineer] 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 or Engineer] 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.

30. **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.
31. **Entire Agreement**. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the [City or Trust] and the [Architect or Engineer] concerning the Contract. Neither the [City or Trust] nor the [Architect or Engineer] 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.
32. **Amendment**. This Contract may be modified only by a written amendment of subsequent date hereto, approved by the [City or Trust] and the [Architect or Engineer]. In the event the [Architect or Engineer]'s Basic Services are increased or changed so as to materially increase the need for [architectural or engineering] services in excess of the not to exceed total compensation, the [Architect or Engineer] may seek to amend this Contract.
33. **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.
34. **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.
35. **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.
36. **Survival of Representations**. All representations and covenants of the parties shall survive the expiration of the Contract.
37. **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.
38. **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.
39. **Effective Date**. The effective date of this Contract shall be the date of execution of this Contract by the [City or Trust].

**IN WITNESS WHEREOF**, this Contract was executed and approved by the [Architect or Engineer] this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

[Architect or Engineer]

**ATTEST:**

\_\_\_\_\_  
Secretary  
(and Corporate Seal – either print stamped or embossed – if embossed, must be leaded sufficiently to be visible in a PDF file reproduction)

\_\_\_\_\_  
President

**IN WITNESS WHEREOF**, this Contract was approved and executed by the [City of Oklahoma City or \_\_\_\_\_] this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**[THE CITY OF OKLAHOMA CITY or**

\_\_\_\_\_] **ATTEST:**

\_\_\_\_\_  
[City Clerk or Secretary]

\_\_\_\_\_  
[Mayor or Chairman]

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**EXHIBIT A**  
**SCOPE OF WORK**  
**PROJECT NO. \_\_\_\_\_**

\_\_\_\_\_  
\_\_\_\_\_

**(To be provided by the [Architect or Engineer])**

**EXHIBIT B**  
**COMPENSATION**  
**PROJECT NO.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Under the terms of this Contact, the [Architect or Engineer] agrees to perform the work and services described in this Contract. The [City or Trust] agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$ \_\_\_\_\_ which includes: for Basic Services an amount not to exceed \$ \_\_\_\_\_, and for Reimbursable Expenses, an amount not to exceed \$ \_\_\_\_\_, both of which are specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$ \_\_\_\_\_, and in no event may the [Architect or Engineer] receive compensation in excess of the amount listed for each task for performance of its basic services.

The [Architect or Engineer] 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:  
\$ \_\_\_\_\_ (35%)

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

Task 2 an additional amount not to exceed:  
\$ \_\_\_\_\_ (40%)

Completion and acceptance by the [City or Trust] of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:  
\$ \_\_\_\_\_ (5%)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$ \_\_\_\_\_ (18%)

Upon completion and final acceptance by the [City or 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%)

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

**EXHIBIT C  
ANTI/NON-COLLUSION AFFIDAVIT  
PROJECT NO. \_\_\_\_\_**

\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )      SS.

The undersigned [Architect or Engineer], 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 or Engineer]; that the [Architect or Engineer] 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 or Engineer] further states that the [Architect or Engineer] 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 Engineer] 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 or Engineer] 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 Trust] 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 or Engineer]: \_\_\_\_\_

Signature of executing individual: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Address of the [Architect or Engineer] \_\_\_\_\_ Zip Code

\_\_\_\_\_  
(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

My Commission Expires/Commission Number:  
\_\_\_\_\_/\_\_\_\_\_(Seal)

\_\_\_\_\_  
Notary Public

(49 Okla.Stat. 1985 §119)

