AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Agreement is made between the City of Norman/Norman Utilities Authority/Norman Municipal Authority ("Owner") and Krittenbrink Architecture, LLC ("Contractor") (Owner and Contractor each individually a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Owner requires qualified architects to perform professional architectural services ("Services") in connection with miscellaneous City projects from time to time; and

WHEREAS, the Owner and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply Services, to the extent mutually agreed by the Parties from time to time; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Parties, on the date last executed below (the "Effective Date"), agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The parties desire to enter into a three-year Agreement to secure certain benefits to the contract that would not otherwise be attainable if a multi-year Agreement were not available. Accordingly, it is the expressed intent of the Owner, upon completion of the initial three-year term, to renew the obligations of this contract for two additional one-year terms (maximum contract length of five years), subject to an annual appropriation of funds by the Owner to fund its obligations under this Agreement and subject to Article 11 herein. However, it is also recognized that the Owner can only contract for obligations that occur during a particular fiscal year. To the extent the Owner's obligations are not funded for any fiscal year during the term of this Agreement, then the portion of the Agreement covering the fiscal year where the Owner's obligations are unfunded shall be void and unenforceable as to both parties.

ARTICLE 2 –CONTRACTOR'S RESPONSIBILITIES

2.1 The standard of care for all Contractor's Services under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor shall correct the Services that fail to satisfy this standard of care.

2.2 The Contractor shall comply with all existing and future federal, state and local laws, rules and regulations including, but not limited to, those pertaining to collusion and equal employment opportunity.

2.3 The Contractor's duties and assurances pursuant to Articles 6 and 7 shall survive completion, suspension, or termination, for any reason, of this Agreement.

ARTICLE 3 - WORK ORDERS FOR SERVICES TO BE PERFORMED BY CONTRACTOR

3.1. Work Orders: The Parties may mutually agree to engage the Services of Contractor for individual Projects by executing one or more Work Orders in the form of EXHIBIT A, pursuant to which project-by-project contract amounts and project timelines will be identified and expressly agreed to. The Work Order shall contain the scope, schedule, and estimate of cost of Contractor's Services for each project. The Work Order shall also identify the applicable City of Norman Department for which Services are being rendered with each Party's respective project manager, phone, and email.

3.2. Compensation for Services: Contractor's rates for Services for each Work Order shall not exceed those attached hereto as EXHIBIT B, for completion of Services for each Project. Subject to mutual agreement of the Parties, rates contained in EXHIBIT B may be adjusted, no more often than annually, by amendment of this Agreement, in an amount not to exceed that reported for The Consumer Price Index for All Urban Consumers (CPI-U) for the South by the Bureau of Labor Statistics, U.S. Department of Labor.

3.3. Method of Payment: Unless otherwise provided in a Work Order, Contractor shall submit separate, detailed monthly invoices for Services provided pursuant to each Work Order. Owner shall pay invoices within thirty (30) days of receipt.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

4.1. OWNER-Furnished Data: Owner will provide to Contractor all available, requested electronic data in Owner's possession relating to Contractor's Services on the Project, which may be available from the Owner's various departments relative to utilities as-builts, operations records, parcels, and any other such data necessary. Contractor may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.

4.2. Access to Facilities and Property: Owner will make its facilities accessible to Contractor as required for Contractor's performance of its Services.

4.3. Timely Review: Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents and transmit Owner comments or other decisions to Contractor in a timely manner.

4.4. Advertisements, Permits, and Access: Unless otherwise mutually agreed to in a Work Order, Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's Services.

ARTICLE 5 – ASSIGNMENT

As this Agreement is professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Contractor to provide professional services to the Owner, the parties agree that the Contractor may not assign its obligations, rights or interest in this Agreement.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

6.1. General. Having considered the potential liabilities that may exist during the performance of the Services and in consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.

6.2. Indemnification. To the extent permitted by applicable law including the Constitution of the State of Oklahoma, Contractor and Owner each agree to defend, indemnify, and hold harmless the other, its officers, assigns, predecessors, agents, and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its own negligent acts, errors, or omissions, or those of its authorized employees or agents. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, such liability shall be borne by each party in proportion to its own negligence.

6.3. Employee Claims. Contractor shall indemnify Owner against legal liability for damages arising out of claims by Contractor's employees. Owner shall indemnify Contractor against legal liability for damages arising out of claims by Owner's employees.

6.4. Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Contractor during the course of performing its Services upon the Owner's property, and conditioned upon the fact that Owner did not previously advise Contractor of the existence thereof, then and in that event:

a. Owner and Contractor acknowledge that the Work Order may be adjusted and compensation to Contractor may be increased as is reasonably necessary for Contractor to complete its Services.

b. If the discovery of hazardous substances requires Contractor to take immediate measures to protect health and safety, Contractor agrees to notify Owner immediately following such discovery. Owner agrees, subject to prior written authorization by Owner, to reimburse Contractor for reasonable costs of implementing immediate measures taken to protect health and safety

c. Owner shall indemnify, defend, and hold Contractor, its officers, directors, agents, servants, and employees harmless from any claim, demand, or action brought by any third party which is based upon unforeseeable or unavoidable injury or damage caused by said hazardous material or waste.

ARTICLE 7 - INSURANCE

During performance of the Services under this Agreement, Contractor shall maintain the following insurance, at a minimum:

7.1. Commercial General Liability (Combined Property Damage, Bodily Injury and Death): $1,000,000 each occurrence; $2,000,000 aggregate.

7.2. Automobile Liability (Combined Property Damage and Bodily Injury): $1,000,000.

7.3. Workers Compensation for Contractor's employees as required by Oklahoma Statute.

7.4. Professional Liability (errors and omissions) insurance: $2,000,000 aggregate.

Contractor shall furnish Owner certificates of insurance with provision that such insurance shall not be canceled, decreased, nor fail to be renewed without at least thirty (30) days written notice to Owner.

Contractor and Owner shall each require its insurance carriers to waive all rights of subrogation against the other, and its directors, officers, partners, commissioners, officials, agents, and employees for damages covered by any applicable General Liability insurance policies during and after the Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Contractor to the same extent.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

Unless specifically provided in a mutually agreed Work Order, Contractor shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions, and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to the Owner or to comply with Federal, State or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

ARTICLE 9 - REUSE OF DOCUMENTS

At Owner's request, Contractor shall furnish Owner with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are Instruments of Service in respect to the Project. Any further use or reuse by Owner or others for extension, modification, or expansion of this or any other Project, unless under direction of the Contractor, or specifically assigned to Contractor in a mutually agreeable Work Order, shall be without liability to the Contractor and paragraph 6.2 by the Owner shall be in full force and effect.

ARTICLE 10 - RECORDS AND ACCOUNTS

10.1. The Contractor will retain all pertinent records, documents and files (both electronic and paper) for a period of five (5) years beyond completion of each Project or termination of the Agreement for any reason. Said records shall include, but are not limited to, field notes, photographs and information, survey results, and any other materials produced, created, or accumulated in performing this Agreement that have not been submitted to the Owner subsequent to final completion of the Project. Owner may have access to such records during mutually agreeable normal business hours.

10.2. Such records shall also include its internal accounting records and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the Owner and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

ARTICLE 11 – TERMINATION

11.1 Termination for Owner's convenience: Owner may terminate or suspend this Agreement, and/or any Work Order then in progress, in whole or in part, for Owner's convenience upon written notice to Contractor.

11.2 Payment for partial services rendered: Owner shall pay Contractor for all the Services performed up to date of the notice in the manner and amount set by each affected Work Order.

11.3 Obligation of Contractor upon termination: Upon receipt of the notice of termination or suspension of this Agreement, unless the notice directs otherwise, the Contractor shall (1) immediately discontinue all work and services affected; and (2) deliver to the Owner 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 Agreement, whether complete or incomplete.

ARTICLE 12 - COMMUNICATIONS

Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

CONTRACTOR: Krittenbrink Architecture, LLC
119 W. Main Street
Norman, OK 73069

OWNER: City Attorney's Office
201 West Gray Street
PO BOX 370
Norman, OK 73070

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

ARTICLE 13 – SCOPE AND CONSTRUCTION OF AGREEMENT

13.1. Scope and conflicts. This Agreement applies to and governs all Services provided under all Work Orders during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Services. Without limitation of the other terms of this Agreement, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void.

13.2. No obligation to request or accept Services or Work Orders. Nothing in this Agreement obligates Owner to request the Services of Contractor in connection with any Project or for Contractor to agree to perform Services.

ARTICLE 14 – GENERAL PROVISIONS

14.1. Entire agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Contractor concerning the Agreement. Neither the Owner nor the Contractor has made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth herein.

14.2. Severability. If any provision, clause, portion, or section of this Agreement is unenforceable, illegal, or invalid for any reason, or if any event renders any portion or provision of this Agreement void, such shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

14.3. Successors and assigns. Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

14.4. Governing law. The parties mutually agree and acknowledge that this is an Oklahoma Agreement and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and all actions arising hereunder shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

14.5. Waiver. A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

14.6. Counterparts; facsimile signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Contractor has caused this Agreement to be duly executed.

KRITTENBRINK ARCHITECTURE, LLC
(CONTRACTOR)

By: Cody Douglas

Title: VP of Design

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF McClain)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of September, 2025, personally appeared Cody Douglas, to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Tiffany Sattre
Notary Public

My Commission Expires: 12-19-2027
My Commission Number: 19012622

TIFFANY SATTRE
Notary Public, State of Oklahoma
Commission # 19012622
My Commission Expires 12-19-2027

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed this _____ day of _____, 2025.

CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY
(CITY)

By: _____
Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority

Attest: _____
City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority

Reviewed as to form and legality this 21 day of January, 2026.

_____
City Attorney

EXHIBIT A
WORK ORDER FORM

WORK ORDER NO. ____

This Work Order, dated the _____ day of _____, _____ (the "Effective Date"), between [the City of Norman/the Norman Utilities Authority/Norman Municipal Authority] ("City") and Krittenbrink Architecture, LLC ("Contractor") (City and Contractor, together, the "Parties"), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on _____, ("Agreement") by the Parties. Capitalized terms used by not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Contractor for [description of project] hereinafter described as "Project" for purposes of this specific Work Order).

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto ("Services").

2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Contractor in an amount and manner as set forth in Exhibit B attached hereto.

3. Schedule. Contractor shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.

4. Termination. The term of this Work Order shall commence on the "Effective Date" and end upon the completion of the Services unless otherwise terminated in accordance with the Agreement.

5. [Other Work Order-Specific Terms and Conditions]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor has caused this Work Order No. ____ to be duly executed.

KRITTENBRINK ARCHITECTURE, LLC
(CONTRACTOR)

By: Cody J. Douglas

Title: VP of Design

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF McClain)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of September, 2025, personally appeared Cody Douglas, to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Tiffany Sattre
Notary Public

My Commission Expires: 12-19-2027
My Commission Number: 19012622

TIFFANY SATTRE
Notary Public, State of Oklahoma
Commission # 19012622
My Commission Expires 12-19-2027

IN WITNESS WHEREOF, the City has caused this Work Order No. _____ to be duly executed this _____ day of _____, 202__.

[CITY OF NORMAN, OKLAHOMA
NORMAN UTILITIES AUTHORITY
NORMAN MUNICIPAL AUTHORITY]
(CITY)

By: _____
[Mayor, City of Norman
Chairperson – Norman Utilities Authority
Chairperson – Norman Municipal Authority
City Manager]

Attest: _____
[City Clerk – City of Norman
Secretary – Norman Utilities Authority
Secretary – Norman Municipal Authority]

Reviewed as to form and legality this _____ day of _____, 202__.

_____
City Attorney

EXHIBIT B

COMPENSATION

KRITTENBRINK
Architecture LLC

09/01/2025

Hourly Rates

Principal	$220.00
Project Manager	$180.00
Architect	$180.00
Draftsperson	$75.00
Clerical Support	$55.00

C:\Users\Chesley\Desktop\Hourly Rates.docx

119 W MAIN STREET NORMAN, OK 73069 405 579 7883