

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Frankfurt-Short-Bruza Associates, P.C. (FSB) for the following reasons:

1. OWNER intends to construct a shelter and resource facility (the “Project”); and,
2. OWNER requires certain professional architecture and engineering services in connection with the Project (the SERVICES); and,
3. FSB is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and FSB agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ____ day of _____, 2026.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

FSB shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

FSB shall exercise its reasonable efforts to perform the SERVICES according to the Schedule, both of which are set forth in Attachment A.

ARTICLE 5 - COMPENSATION

OWNER shall pay FSB in accordance with the Compensation set forth in Attachment A. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 7 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the FSB and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys’ fees and accountants’ fees) caused by an error, omission, or negligent act of the indemnifying party or its subcontractors, if any, in the performance of SERVICES under this AGREEMENT. The indemnity provided by the FSB in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys’ fees and accountants’ fees) caused by an error, omission, or negligent act of any subconsultant hired by FSB for the Project. FSB and the OWNER each agree to promptly serve notice on the other party of any

claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by FSB shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, FSB shall maintain the following insurance:

- a) Commercial General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a limit of at least \$1,000,000 per accident for bodily injury, death of any person, and property damage arising out of ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.
- c) Workers' Compensation Insurance in accordance with statutory requirements.
- d) Employers' Liability Insurance, with a policy limit of not less than \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 policy limit.
- e) Professional Liability Insurance, covering negligent acts, errors, and omissions in the performance of professional services with policy limits not less than \$6,000,000 per claim and not less than \$10,000,000 in the aggregate.
- f) Additional Insured Obligations. To the fullest extent permitted by law, FSB shall cause the primary and excess or umbrella policies for Commercial General Liability Insurance and Automobile Liability to include the owner as an additional insured for claims caused in whole or in part by FSB's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the OWNER'S insurance policies and shall apply to both ongoing and completed operations.

FSB shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

FSB shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of FSB's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the FSB, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to FSB in Attachment A, Scope of Services. In the event the OWNER requests FSB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to FSB for review at least 15 days prior to the requested date of execution. FSB shall not be required to execute any certificates or documents that in any way would, in FSB's sole judgment, (a) increase FSB'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in FSB having to certify, guarantee or warrant the existence of conditions whose existence FSB cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because FSB has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, FSB's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. FSB does not guarantee that proposals, bids, or actual project costs will not vary from FSB'S cost estimates or that actual schedules will not vary from the FSB'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by FSB as deliverables pursuant to the Scope of Services in Attachment A are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by FSB for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to FSB.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by FSB and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that FSB shall have the unrestricted right to their use. FSB shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of FSB.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to FSB. FSB shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER, and OWNER shall pay FSB for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to FSB'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor FSB shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or FSB under this AGREEMENT. FSB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Jason Olsen
Director of Parks and Recreation
City of Norman
P.O. Box 370
Norman, OK 73070

FSB

Frankfurt-Short-Bruza Associates, P.C.
Shawn Lorg
Associate Principal
5801 Broadway Extension Hwy., Suite 500
Oklahoma City, OK 73118

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and FSB arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

FSB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The FSB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is FSB'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The FSB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or FSB 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.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void 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, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachment A, incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and FSB. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and FSB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor FSB shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, FSB may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent FSB from engaging independent FSBS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and FSB. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and FSB.

ARTICLE 25 – ACKNOWLEDGEMENT

If FSB has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, FSB hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 AND 74 O.S. § 12001 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or is not boycotting an energy company and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott an energy company, during the term of this Agreement.

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IN WITNESS WHEREOF, OWNER and FSB have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman
(OWNER)

Frankfurt-Short-Bruza Associates, P.C.
(FSB)

Signature _____

Signature  _____

Name _____

Name Shawn Lorg

Title _____

Title Associate Principal

Date _____

Date 07/24/26

Attest:

City Clerk

Approved as to form and legality this ____ day of _____ 2026.

City Attorney

ATTACHMENT A



July 10, 2026

Mr. Jason Olsen
Director of Parks & Recreation
City of Norman
201 W. Gray Street
Norman, Oklahoma 73069

Re: City Care Homeless Shelter – Authorization for Schematic Design Services

Dear Mr. Olsen:

Frankfurt-Short-Bruza Associates, P.C. (FSB) is pleased to provide this proposal for architectural and engineering services for the City Care Unhoused Facility located on the South Reed Avenue Tract in Norman, Oklahoma. This proposal reflects the current concept design, site plan, and preliminary budget developed in January 2026.

This proposal has been revised to authorize only the Schematic Design phase of services for the project. The intent of this initial authorization is to allow the project team to advance the design, establish the project scope, support CMAR procurement, and validate the project scope, schedule, and budget before authorizing the remaining phases of professional services.

Upon completion and Owner acceptance of the Schematic Design phase, FSB will prepare a Contract Amendment for the remaining Design Development, Construction Documents, Bidding/Procurement Assistance, Construction Administration, and any associated consultant services. The amendment will incorporate the refined project scope, schedule, construction budget, and any adjustments resulting from the completed Schematic Design effort.

PROJECT UNDERSTANDING

The City of Norman is advancing the development of the City Care Unhoused Facility as a multi-building campus designed to provide secure, dignified, and operationally efficient emergency and transitional housing within a cohesive, service-oriented environment.

Based on the current concept design (Exhibit A), the project includes multiple buildings, associated parking, internal drives, a secured outdoor courtyard, and a designated detention area integrated into the overall site development. The site is partially impacted by a floodplain, which has been incorporated into the concept plan to maximize functional and buildable areas while maintaining compliant site design.

The project incorporates hardened weather shelter areas within the primary residential components to provide enhanced life-safety protection during severe weather events. These areas will be incorporated within the men's and women's dormitory zones and designed with reinforced construction and controlled access to serve as protected refuge spaces for occupants. These hardened areas are intended to provide

enhanced life-safety protection; however, unless otherwise directed by the Owner, they are not anticipated to meet FEMA or ICC 500 storm shelter certification requirements. The site includes a secured recreational courtyard designed to support resident wellness and outdoor activity, featuring low-maintenance field turf, picnic seating, and a designated basketball area within a controlled environment accessible to residents.

Building 1 – Emergency Shelter and Core Operations (±13,250 SF)

Building 1 serves as the primary intake, shelter, and operational hub for the campus, supporting secure intake, efficient resident services, and large-scale overnight accommodations. Dormitory areas are designed as hardened refuge spaces to provide enhanced life-safety protection during severe weather events.

Key program components include:

- Secure Check-In and Intake Suite, including controlled entry vestibule, staffed intake stations, and associated administrative support space
- Administrative and Staff Support Areas, including offices, breakroom, and distributed storage
- Men's and Women's Dormitories, designed as hardened shelter areas with direct access to appropriately sized restroom and shower facilities
- Resident Support Functions, including laundry and personal storage areas
- Community and Multi-Use Space to support dining, programming, and flexible daily operations
- Donations and Service Intake Area with controlled access for receiving and sorting
- Animal Care Facilities, including indoor kennel space and a secured exterior dog run

Building 2 – Intake, Respite Care, and Family Housing (±6,700 SF)

Building 2 supports specialized intake, short-term care, and family-oriented accommodation on a smaller-scale, controlled environment complementary to the primary shelter.

Key program components include:

- Entry and Secure Check-In, including controlled foyer, reception, and intake processing
- Respite Care Suite (10 occupants), with dedicated short-term stay space and supporting restroom and shower facilities
- Medical Support Space, including one (1) exam room for basic health services
- Support Spaces, including a laundry room and small multi-purpose room for meetings or counseling
- Family Residential Component, consisting of four (4) apartment-style units with private sleeping areas and restrooms, along with shared kitchen and living space to support semi-independent living

The project requires a collaborative and technically responsive design approach due to its multi-building configuration, secure operational requirements, and site constraints.

The updated preliminary budget indicates an estimated construction cost of \$6,087,506.50, inclusive of site development, utilities, pre-engineered building systems, and supporting infrastructure. The detailed cost estimate is included as Exhibit B.

The City of Norman plans to utilize a Construction Manager at Risk (CMAR) delivery method. Under this approach, the CMAR will provide ongoing cost estimating, scheduling, constructability review, and value engineering throughout the design process, working collaboratively with the Owner and design team to maintain alignment with the project budget.

FSB will support alignment of the design with the project budget; however, final construction costs are influenced by market conditions, contractor pricing, and procurement timing.

Upon your authorization to proceed, FSB will commence the services outlined below.

ROLES AND RESPONSIBILITIES

FSB | Design Lead

- Design Team Project Management
- Architecture
- Interior Design
- Structural Engineering
- Mechanical, Electrical, and Plumbing Engineering
- Low Voltage Infrastructure Coordination (pathways, backbone, and system space planning; device design, specifications, and system integration by others)
- Signage Design (general room signage, code-required signage, and standard dimensional letters complete; specialty signage and graphics to be conceptually designed and coordinated with the Owner's preferred vendor)

SMC | Civil Engineering

- Site Design
- Civil Engineering
- Lead coordination with regulatory agencies for site permitting, drainage, and floodplain considerations
- Preparation of civil design documents and permitting submittals
- FSB will coordinate with SMC and the Owner but will not be responsible for civil permitting approvals.

Note: Roles and responsibilities identified herein apply only to the Schematic Design phase authorized under this proposal and are not intended to define the complete scope of professional services for the Project.

DESIGN DOCUMENTATION

Schematic Design (SD) Phase Services

FSB will develop Schematic Design documents that establish the overall character, organization, and scope of the project, in coordination with the Owner and anticipated CMAR delivery approach. This phase focuses on advancing the design, supporting early decision-making, and preparing for subsequent development. This proposal assumes a reasonable level of design iteration and value engineering consistent with CMAR delivery. Significant scope changes or redesign may be considered Additional Services.

A conceptual cost estimate will be prepared based on the approved SD documents. This estimate will be developed either by the City's selected CMAR, if procured in time for this phase, or by an independent cost estimating consultant should the CMAR selection process still be underway.

SD Phase Scope of Work:

- Lead project kickoff and conduct multidisciplinary code review
- Develop conceptual design, including site planning, and conduct bi-weekly coordination meetings with the Owner
- Coordinate with the Owner and contractor on early procurement considerations
- Prepare Schematic Design deliverables, including conceptual plans, elevations, and sections; design renderings; discipline narratives; and a preliminary construction cost estimate (by CMAR or cost consultant)

- Assist the Owner with development of the Construction Manager at Risk (CMAR) RFQ, including coordination of scope, schedule, and evaluation criteria
- Prepare and coordinate zoning application materials, including required forms, supporting narratives, and associated exhibits, in coordination with the Owner and project team.

Future Design Services

Services beyond the Schematic Design phase are not included with this authorization. Upon completion of Schematic Design and Owner approval to proceed, FSB will prepare a Contract Amendment defining the scope, schedule, consultants, and compensation for Design Development, Construction Documents, Procurement/Bidding Assistance, Construction Administration, and any other requested services. Execution of the Contract Amendment shall constitute authorization to proceed with the remaining phases of professional services.

PROPOSED PROJECT SCHEDULE

The following schedule is based on the current understanding of project scope and delivery method and may be refined in coordination with the Owner and CMAR. Schedule assumptions are based on the scope outlined within this proposal and may be adjusted if project scope or delivery conditions change.

- **Project Kickoff:** Upon Notice to Proceed
- **Schematic Design:** Approximately 6–8 weeks
- **Owner Review:** Approximately 1 week
- **Contract Amendment for Remaining Services:** Following Owner approval of Schematic Design deliverables

Schedule durations are dependent on timely Owner review and decisions, agency reviews, and coordination with the CMAR.

ADDITIONAL SERVICES

Additional Services include but are not limited to Cost Estimating, Landscape Architecture, and Furniture (FF&E) services. If required, additional services will be negotiated and approved before being performed. Alternatively, these services may be based on mutually agreeable hourly rates if preferred.

The preparation of the Contract Amendment for subsequent design phases is included as part of this authorization and will establish the remaining professional services and associated compensation for the Project.

REIMBURSABLE EXPENSES

Reimbursable expenses include mileage and reproduction/printing (Owner-required submission sets only) and travel costs. Internal printing will not be billed. Mileage will be billed at the current IRS rate.

FUTURE SERVICES

Design Development, Construction Documents, Procurement Assistance, and Construction Administration will be presented for authorization under a future Contract Amendment following completion and Owner acceptance of the Schematic Design phase.

EXCLUDED SERVICES

Excluded services, which may be added upon request, include but are not limited to:

- Geotechnical engineering (FSB will assist with procurement)
- Land surveying (FSB will assist with procurement)

- Construction Manager at Risk (CMAR) selection support
- Specialty signage/graphics design
- Low-voltage systems design, device specification, and system integration (including security, access control, surveillance, and communications systems)
- Security consulting, detention-grade design standards, and detailed security system programming (to be provided by Owner's security consultant, if required)
- Building Information Modeling (BIM) deliverables beyond standard design documentation, including model sharing or facilities management integration
- Commissioning services and coordination beyond standard design intent documentation
- Environmental assessments
- Permitting or plan review fees
- Electronic record drawings
- One-year warranty reviews
- FF&E design and/or procurement services

PROPOSED FEE SCHEDULE

The proposed fee under this authorization includes only the Schematic Design phase of services. The balance of the basic services will be included by subsequent amendment as necessary.

Phase	Fee
Basic Services	10% of the Construction Cost of Work, estimated to be \$680,750.
Schematic Design (15%) (SD ONLY)	\$ 91,312
Subtotal	\$91,312
Consultant Services	
Civil Engineering (SMC Engineering) (SD ONLY)	\$ 16,000
Subtotal	\$16,000
Total Estimated Fee	\$ 107,312

Note: The remaining Basic Services and Consultant Services will be incorporated into a subsequent Contract Amendment following completion of the Schematic Design phase.

Thank you for the opportunity to continue serving the City of Norman on this important project. This phased authorization provides the Owner with the flexibility to advance the project through Schematic Design while allowing the subsequent professional services to be refined based on the approved project scope, schedule, budget, and CMAR input prior to execution of a subsequent Contract Amendment.

We hope this proposal meets your expectations, but please feel free to contact us if you have any questions or require additional information.

Sincerely,

FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C.



Shawn Lorg, AIA, NCARB
Associate Principal