

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and ADG, PC (CONSULTANT) for the following reasons:

1. The OWNER intends to develop a Master Plan for Public Works and Utilities facilities (the PROJECT); and,
2. The OWNER requires certain design, analysis and engineering services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be 14th day of Sept, 2021.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SCOPE OF SERVICES

The CONSULTANT shall provide the SERVICES described in **Exhibit A, Scope of Services**.

ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Exhibit A, Scope of Services** according to the schedule set forth in **Exhibit B, Project Schedule**.

ARTICLE 5 -COMPENSATION

The OWNER shall pay the CONSULTANT in accordance with **Exhibit C, Compensation**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

The OWNER shall be responsible for all matters described in **Exhibit D, Owner's Responsibilities**. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. The OWNER represents that the CONSULTANT's use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - 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 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by applicable law, including the Constitution of the State of Oklahoma, the CONSULTANT 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 in the performance of SERVICES under this AGREEMENT. The CONSULTANT 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. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. 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 the CONSULTANT 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, the CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the CONSULTANT, and its parent company, affiliated and subsidiary entities,

directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The CONSULTANT shall not be responsible for; (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT; (b) the failure of any contractor, subcontractor, vendor, or other PROJECT participant, not under contract to the CONSULTANT, to fulfill contractual responsibilities to the 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 the CONSULTANT in **Exhibit A, Scope of Services**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT 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, the CONSULTANT'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. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the **Exhibit A, Scope of Services** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the

property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of the CONSULTANT.

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. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the OWNER nor the CONSULTANT 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 the OWNER or the CONSULTANT under this AGREEMENT. The CONSULTANT 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:

Brandon L. Brooks, E.I.T.
Staff Engineer
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-5459 Phone
(405) 366-5418 FAX

CONSULTANT:

ADG, PC
Jason Cotton, P.E.
Principal & Director of Program Management
920 West Main Street
Oklahoma City, OK 73106
(405) 232-5700 Phone

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

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the CONSULTANT 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 by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT 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. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT 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 the OWNER or the CONSULTANT 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. 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.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Exhibits A, B, C, D, and E incorporated by this reference, represents the entire and integrated AGREEMENT between the OWNER and the CONSULTANT. 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

The OWNER and the CONSULTANT 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 the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the 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 the CONSULTANT from engaging independent consultants, 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 the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and ADG, PC have executed this AGREEMENT.

DATED this 14th day of September 2021.

The City of Norman
(OWNER)

Signature [Signature]

Name Breea Clark

Title Mayor

Date 9/14/21

Attest:

[Signature]
Deputy City Clerk



ADG, PC
(CONSULTANT)

Signature [Signature]

Name Jason Cotton, P.E.

Title Principal

Date 08.30.2021

Attest:

[Signature]
Secretary



Approved as to form and legality this 8 day of Sept 2021.

[Signature]
City Attorney

EXHIBIT A BASIC SERVICES

Task 1: Information Gathering

Following issuance of a Notice to Proceed (NTP) from the City of Norman (City), ADG will coordinate kick-off meetings with departmental leadership. Departments included in these initial meetings will include Public Works and Utilities. Additional kick-off meetings with other departments including Fire and the City Clerk (related to Facility Maintenance) shall be added based on guidance from Public Works. The focus of these kick-off meetings will be to discuss and document current departmental characteristics, activities, and initiatives, as well as both short-term (0 to 5-years), mid-term (10 to 20-years) and long-term (20 to 30-year) departmental plans and goals. These initial information gathering sessions will serve to inform and guide later phases of the project and will be critical in developing an early understanding of current operational challenges as well as areas where opportunities may exist to improve operational efficiency.

Concurrent with this effort, ADG will also work with the City to assemble surveys, site plans, floor plans, and other documents pertinent to the master planning effort. ADG anticipates documents will likely include those which serve to describe existing conditions, as well as those which may describe projects or initiatives currently in process. As current operational expenses associated with both sites will likely become pertinent during the master planning process, ADG will also work with the City to assemble any readily available financial data which may serve to better describe current operational expenses at both sites.

Task 2: Programmatic Inventories

Following collection of the information described above, ADG will work with each department to coordinate site visits with divisional leadership at both the North Base Site and the Lindsey Yard. The over-arching goal of these site visits will be to properly document current conditions at each location as it relates to programmatic uses across each site and facility. In addition, the site visits will be used to assess, inventory, and document how departmental and divisional operations are organized across all interior and exterior spaces.

Following the collection of the above-described information, ADG will develop graphic depictions of current conditions at both the North Base Site and the Lindsey Yard. In addition to these graphic depictions, ADG will also prepare tabular summaries communicating the quantity of interior and exterior space dedicated to each department and division. Additional information will also be included communicating programmatic uses and/or activities occurring within each area. The subject deliverables shall be submitted to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final programmatic inventory of each site shall be prepared for use in subsequent phases of work.

Task 3: Operations Interviews

Following completion of Task 2, ADG will coordinate and arrange interviews with divisional leadership (based on departmental guidance) to further discuss and document issues and challenges associated with the current conditions at the North Base Site and the Lindsey Yard. While some of these conversations may occur during ADG's initial site visits, the goal of the follow-up meetings will be to have a more deliberate and purposeful conversation which will be informed by the work completed under prior tasks. In addition to identifying issues and challenges, the interviews will also aim at assessing what works well at each site/facility, as well as where divisional leadership anticipates opportunities may exist to improve

efficiencies and/or operations. Information collected during these interviews shall be fully documented for review and consideration by departmental leadership during the master planning effort.

based on the departmental guidance, to gather and document information previously identified as pertinent during development of the Assessment Standards. Where schedules allow, interviews with divisional leadership may be able to be completed during the initial assessment field work.

Task 4: Program Projections and Space Allocations

Following completion of all Operations Interviews, the ADG Team will develop a recommended program for the North Base Site at 10, 20, and 30-years. Operational efficiency and reduction in operating expenses will be a central theme of the developed recommendations. Projections will identify interior space needs, as well as exterior site needs for each division based on all information collected by the ADG Team. Program projections will be presented in tabular fashion with itemized allocations for offices, support, mechanical/electrical, circulation, and other similar items. Support spaces will be further divided into standard categories including conference rooms, bid rooms, file storage, office supplies, mail, copy, toilets, locker rooms, janitorial, library, warehouse, and other similar uses. Exterior spaces will be projected and allocated in similar fashion with specific uses identified including employee parking, fleet parking, and material storage.

Deliverables from the above-described effort shall be submitted to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final 10, 20, and 30-year program for the North Base Site shall be prepared for use in subsequent phases of work.

Task 5: Concept Development

Following completion of Program Projections and Space Allocations, the ADG Team will prepare preliminary site sketches and floor plans communicating the recommended program for the North Base Site at 10, 20, and 30-years. Concepts developed will communicate recommended building locations and massing as well as the configuration and extent of recommended site infrastructure and other improvements. Preliminary floor plans for all proposed structures will also be developed to communicate the general location and configuration of all spaces as well as how this space will be allocated to each division and department. Concepts developed by the team shall be submitted in DRAFT form to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final concept shall be prepared for use in subsequent phases of work.

Task 6: Feasibility Study

Following the completion of Concept Development, the ADG Team will prepare a Feasibility Study which will provide a complete financial analysis of concepts presented in conjunction with Task 5. Cost-estimates for all proposed improvements will be developed to communicate the total anticipated investment at the North Base Site at 10, 20, and 30-years. Cost-estimates will be developed by a properly qualified cost-estimator and/or a local Construction Management firm. Estimates prepared by the team will include direct construction costs as well as all anticipated soft costs.

As envisioned, the cost of redevelopment of the North Base Site will likely be offset by multiple sources. In an effort to determine the approximate payback period for the project, the ADG Team will assist the City in estimating the following primary sources:

Sale of the Lindsay Yard: ADG will secure the services of a properly qualified and licensed commercial real estate professional to appraise the current market value of the subject property. The total appraised value of the property, as well as any conditions upon which the appraisal is subject to, shall be identified accordingly in the ADG Feasibility Study.

Reduction in Operational Expenses: Anticipated operational expenses of the new North Base Site will be developed in partnership with the City. ADG's role in this partnership will include estimating savings realized through efficient technical design (e.g., reduced utility expenses), while the City's role will include estimating savings realized via potential organizational changes (e.g., reduced staffing requirements). ADG's analysis shall include a summary of the total annual savings realized in conjunction with the redevelopment of the North Base Site.

Other sources which may offset the cost of redevelopment of the North Base Site shall be included in the Feasibility Study based on guidance from Public Works. The Feasibility Study will be submitted in DRAFT form to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final Feasibility Study shall be prepared for use in subsequent phases of work.

Task 7: Final Report

Following completion of the Feasibility Study, the ADG Team will prepare a Final Report. This final deliverable will summarize the work to date and provide an illustrative master plan to guide redevelopment of the North Base Site for the next 30-years. Programmatic inventories, operations interviews, program projections, preliminary concepts, and financial analyses are all anticipated to be included as part of the final deliverable. The Final Report will be submitted in DRAFT form to Public Works for review, comment, and further distribution. Comments received from Public Works and other departments shall be addressed as appropriate and a final submittal shall be prepared for review and consideration by City Council. A final presentation shall also be prepared by the ADG Team to accompany the Final Report at Council.

EXHIBIT B
PROJECT SCHEDULE

ARTICLE 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the OWNER to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Attachment A - Scope of Services**, in accordance with the time frame as stated below:

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Information Gathering	October 8, 2021
Programmatic Inventories	November 5, 2021
Operations Interviews	December 17, 2021
Program Projections and Space Allocations	January 28, 2022
Conceptual Development	February 25, 2022
Feasibility Study	March 11, 2022
Final Report	April 22, 2022

The parties further agree that the CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and anytime lost while the CONSULTANT is waiting for direction either by a government agency or the OWNER, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the OWNER, utility relocations, and other factors beyond direct control of the CONSULTANT.

EXHIBIT C
COMPENSATION AND SCHEDULE OF VALUES

BASIC SERVICES

Program Manager shall be compensated on each project according to the following schedule:

Task 1	Information Gathering	\$13,000
Task 2	Programmatic Inventories	\$21,600
Task 3	Operations Interviews	\$ 7,500
Task 4	Program Projections and Space Allocations	\$ 9,500
Task 5	Concept Development	\$17,600
Task 6	Feasibility Study	\$19,800
Task 7	Final Report	\$10,600
	Total Fee	\$99,600

All reimbursable expenses, including the travel and reprographic expenses shall be billed to the Owner at Cost + 15%. Travel expenses shall be billed at the rate then published by the General Accounting Office of the Federal Government.

ADDITIONAL SERVICES

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

Group	Description	Billing Rate (\$/hr)
Architecture	Architectural BIM Specialist	\$ 65.00
	Intern Architect I	\$ 80.00
	Intern Architect II	\$ 90.00
	Intern Architect III	\$ 100.00
	BIM Manager	\$ 100.00
	Architect I	\$ 115.00
	Architect II	\$ 125.00
	Architect III	\$ 135.00
	Project Manager	\$ 145.00
	Senior Project Manager	\$ 170.00
	Director of Architecture	\$ 200.00
Civil	Civil BIM Specialist	\$ 100.00
	Civil Engineering Manager	\$ 175.00
Construction Administration	Construction Administrator I	\$ 85.00

Group	Description	Billing Rate (\$/hr)
	Construction Administrator II	\$ 95.00
	Construction Administrator III	\$ 100.00
	Director of Construction Services	\$ 135.00
Design	Building Designer	\$ 115.00
	Director of Design	\$ 250.00
Urban Design / Planning	Landscape Architect	\$ 125.00
	Planner	\$ 160.00
Interiors	Interior Designer I	\$ 70.00
	Interior Designer II	\$ 105.00
	Interior Designer III	\$ 115.00
	Interior Design Manager	\$ 125.00
MEP	Mechanical Designer I	\$ 95.00
	Mechanical Designer II	\$ 110.00
	Mechanical Designer III	\$ 125.00
	Mechanical Engineer I	\$ 120.00
	Mechanical Engineer II	\$ 135.00
	Mechanical Engineer III	\$ 150.00
Program Management	Project Coordinator	\$ 85.00
	Construction Observer II	\$ 100.00
	Construction Observer III	\$ 125.00
	Project Manager I	\$ 90.00
	Project Manager II	\$ 125.00
	Project Manager III	\$ 160.00
	Project Manager IV	\$ 170.00
	Director of Program Management	\$ 220.00
Specifications	Specification Writer I	\$ 95.00
	Specification Writer II	\$ 105.00
Support	Student Intern	\$ 50.00
	Office Coordinator	\$ 60.00
	Graphic Designer	\$ 65.00
	Project Accounting Specialist	\$ 90.00
	Human Resources Manager	\$ 95.00

Group	Description	Billing Rate (\$/hr)
	Marketing Coordinator	\$ 95.00
	Marketing Manager	\$ 110.00
	Business Development Manager	\$ 120.00
	Director of Finance and Administration	\$ 150.00
	President	\$ 300.00
	Expert Testimony	\$ 350.00

* Rates subject to change at beginning of new calendar year

ADG shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at cost + 15%.

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSIBILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall examine all studies, reports, sketches, estimates specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
3. The OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
4. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.

EXHIBIT E
ADDITIONAL SERVICES

Additional Services will only be provided upon prior written and clearly detailed direction of the City. ADG may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces, which work or services are outside the scope of work of ADG's contracted services.
2. Provide architectural and engineering design services required for any project(s) discussed in conjunction with the proposed Scope of Basic Services.
3. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
4. Make revisions due to deficiencies or conflicts in documents prepared by the City, third party architects and/or engineers.
5. Trips requested by The City which require travel of more than 50 miles in one direction.
6. Produce miscellaneous presentation materials not originally anticipated as a part of Basic Services.
7. Provide extraordinary and continuing alternative dispute resolution services.
8. Prepare to serve or serve as expert witness in connection with any legal proceeding.
9. Provide detailed building surveys of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
10. Provide assistance in public relations or marketing efforts.
11. Services required by ADG resulting from delays caused in whole or in part by the City.