

EXHIBIT “E”

**Other Conditions or Services**

**Emergency Communications Center and Emergency Operations Center**

**City of Norman, OK**

ADG Project No. 968-16

September 24, 2021

**1. Additional Services:**

The owner reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the City of Norman including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.

**2. Public Presentations:**

The Architect, if authorized by the owner, shall participate in a public presentation of the proposed study and shall prepare a presentation for the purposes of assisting the City in the public awareness process.

2.1 The Architect shall provide the Owner with one set of documents, of said presentation, at no additional cost to the Owner.

2.2 The Architect shall make presentations to the general public at the fixed fee to be established on a per meeting basis at a fee of \$1,750/meeting. Said presentations shall be attended by up to two (2) members of the Architectural Team.

**3. Phasing of Architects Services:**

The concept Design and Schematic Design has already been accomplished for this project. The scope of this contract includes the design (design development through construction documents), bidding, and construction administration of the Emergency Communications Center and Emergency Operations Center. In addition, a Post Occupancy/Warranty Inspection will be conducted 11 months after substantial completion to alert the City and general contractor of any issues that need attention – especially those which are covered under the one year warranty provided.

**4. Dispute Resolution:**

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

The Consultant agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Consultant had knowledge and failed to present during the City procedures.

In the event that City procedures are exhausted and a suit is filed for legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.