

# Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-First day of November in the year 2025 (In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
CITY OF NORMAN
Jason Olsen
Director of Parks and Recreation
225 N Webster Ave.
Norman, Oklahoma 73069

and the Architect: (Name, legal status, address and other information)

FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C. 5801 Broadway Extension, Suite 500 Oklahoma City, OK 73118 (405) 840-2931

for the following Project: (Name, location and detailed description)

City Care Conceptual Design

The Owner and Architect agree as follows.

#### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

#### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

See Exhibit A, Fee Proposal.

#### ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information.

### ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

### ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Eighteen Thousand Dollars. Refer to Exhibit A, Fee Proposal.

The Owner shall pay the Architect an initial payment of Zero Dollars (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of ten percent (10%) per annum, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

### ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Refer to Exhibit A, Fee Proposal.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Shannon Stevenson, CITY OF

NORMAN

(Printed name and title)

ARCHITECT (Signature)

BY: Shawn Lorg, Associate Principal

(Printed name, title, and license number if required)

### EXHIBIT A - FEE PROPOSAL



November 19, 2025

Mr. Jason Olsen Director of Parks & Recreation City of Norman 2800 W. Gore Boulevard Norman, Oklahoma 73505

Re: City Care Conceptual Design

Dear Mr. Olsen:

Frankfurt-Short-Bruza Associates, P.C. (FSB) is pleased to provide this proposal for conceptual design services for a Homeless Shelter located on the South Reed Avenue Tract in Norman, Oklahoma. Please note that fees provided are based on assumptions of the scope of the project as discussed herein. Fees will need to be discussed further if the project scope and/or project budget differ significantly from the information received to date.

### **Project Understanding**

The City of Norman seeks conceptual architectural services to explore planning and layout options for a proposed homeless shelter serving individuals and families in need of emergency and transitional housing. The conceptual design will define key spatial relationships, develop a preliminary site layout, and establish a baseline cost model to guide next steps in funding and development.

# Scope of Work

### **Programming and Assessment**

- Conduct a kickoff meeting with City representatives to review goals, capacity, and operational needs.
- Identify required functional spaces and adjacencies and prepare a preliminary space program.
- Summarize findings in a program matrix and area summary.

#### Site Review

- Review available general site data provided by the city, including zoning, access, topography, and utilities.
- Identify site opportunities and constraints affecting building orientation, parking, and circulation.

### Conceptual Design Development

- Prepare a conceptual floor plan layout based on the approved program.
- Develop a site concept diagram showing a building footprint, access to drives, parking, and outdoor service or gathering areas.
- Provide diagrammatic 3D views or massing sketches to communicate building scale and form.

## **Conceptual Cost Estimate**

- Prepare an order-of-magnitude cost estimate derived on a cost-per-square-foot basis with an appropriate design contingency (typically 20–25%) to reflect conceptual-level uncertainty.
- Utilize current Oklahoma regional construction cost data and recent comparable project benchmarks.
- Provide a concise summary of cost assumptions, unit rates, and exclusions.

### Deliverables

- Conceptual space program and area summary
- Conceptual floor plan and site diagram
- Basic 3D/massing view(s)
- Conceptual cost estimate (cost per square foot summary with contingency)
- · Combined presentation PDF for City and stakeholder review

### Meetings

 Up to three (3) meetings (Kickoff, Concept Review, and Final Presentation), virtual or in-person as mutually agreed.

### Excluded Services

The following items are not included within the scope of this proposal; however, if the Owner desires, FSB would be willing to include any or all these services under our agreement. Accordingly, if a more precise scope and schedule for these services is developed during the project, FSB would be pleased to solicit proposals from responsible consultants and vendors for these services:

- Detailed engineering (Civil, Structural, Mechanical, Electrical, Plumbing)
- Detailed or quantity-based cost estimating
- Architectural Basic Services (Schematic Design, Design Development, and/or Construction Document Phase Services)
- · Environmental, geotechnical, or survey services
- Permitting, Procurement, and/or Construction Phase Services

| Proposed Schedule     |  |                  |
|-----------------------|--|------------------|
| Milestone             | Description  | Date             |
| Week of Nov. 17, 2025 | Project Kickoff Meeting – review goals, operations, and site information                 | Nov. 17–21, 2025 |
| Nov. 24–28, 2025      | Programming summary and initial conceptual floor plan options                            | Week 2           |
| Dec. 1–5, 2025        | Concept refinement and preparation of cost-per-<br>square-foot estimate with contingency | Week 3           |
| By Dec. 5, 2025       | Submission of Conceptual Design Package and Cost Estimate                                | Dec. 5, 2025     |
| Week of Dec. 8, 2025  | Final presentation and stakeholder review (optional follow-up)                           | Dec. 8–12, 2025  |

Note: Schedule assumes timely access to site data and City stakeholder availability.

# Proposed Fee Schedule

Architectural services described herein will be provided for a lump-sum fee of \$18,000, inclusive of professional labor, overhead, and reimbursable expenses (printing, travel, and incidental costs).

Thank you very much for the opportunity to propose on this project. 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

Jason Olsen, Director of Parks and Recreation City of Norman