



**A New Automotive Maintenance Facility  
Mid-America Technology Center  
Wayne, OK**

November 18, 2024

Tyler Graves  
Goldsby Construction  
834 W. Interstate Dr.  
Norman, OK 73072

Mr. Graves,

Thank you for the opportunity to submit our proposed scope and fee for the new Automotive Maintenance Facility for Mid-America Technology Center in Wayne. It is our understanding that the project planning and design will begin immediately. FORM Design Studio has outlined in this letter our services for schematic design through construction documents for a shell building permit. It is our intention to provide you and your team with a full-service resource over the course of the project to provide the appropriate drawings, life safety review, and overall design coordination to move the project through the permitting and construction administration phases.

We look forward to partnering with you and the Goldsby Construction team to implement a successful project for Mid-America Technology Center.

**Proposed Project Design and Scope**

From our discussions, we understand the project will consist of a new 15,000 SF facility on the south end of the campus. The primary structure will be a pre-engineered metal building with overhangs for a covered wash bay and storage. The new facility will include a 6-bay pull-thru shop with 1 lube pit and secure tool storage. The 6-bay shop will be divided between Fleet Maintenance operations and a new Diesel Technology area. The core of the new building will contain two classrooms, offices, and restrooms with locker areas. The site will contain a heavy-duty paved truck area and drive around the perimeter of the building and at least 50 parking spaces.

Our overall scope will consist of Architectural Design from schematic design through construction administration services including coordination of Civil Engineering, Structural Engineering, Mechanical, Electrical, and Plumbing Engineering.

## **Project Deliverables:**

The building design services will include the following:

### Schematic Design

- Code review and schematic plan coordination with local building official
- Program of spaces coordinated with the Client.
- Verify owner provided equipment.
- Produce site plans, floor plans, elevations, and perspective image for client approval.
- Coordinate schedule with the Construction Manager

### Design Development

- Coordination floor plans, elevations, and building sections.
- Coordination of any final equipment requirements with the Client and end users.
- Coordination of Civil and Structural Engineering designs.
- Coordination of MEP Contractor's design drawings into the Architectural set.
- Coordination meeting with Construction Manager and Owner's team.

### Construction Documents

- Produce Architectural detail drawings consisting of a life safety plan, floor plan, ceiling plans, roof plan, building elevations, building sections, schedules, and details.
- Final review meeting with Construction Manager and Owner's team.

### Permitting

- Submit the drawings to the local authority having jurisdiction for review and approval.
- Incorporate permit review comments into a final set of bidding and construction documents.

### Bidding

- Assist Construction Manager with any bidding questions and issue prompt responses during the bidding process.
- Assist in answering any questions sent to our attention by the designated parties to process any addenda that may be required.

### Construction

- Monthly site visits and project meetings.
- Respond to RFI's and any field related questions in a prompt manner.
- Review construction submittals for approval.

### Exclusions

- Cost Estimating
- Fire suppression, fire alarms, and security systems design.
- Fees associated with plan review and permitting.

**Fixed Fee:**

**\$370,512.10**

- Electronic files of plans will be provided for reproduction.
- Fees will be invoiced monthly.

Thank you for this opportunity to be a part of your design team.

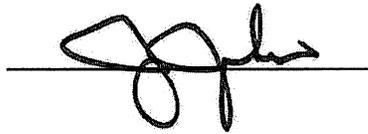
**Acceptance of this proposal:**

**FORM Design Studio:**

Celio Terrones, AIA, NCARB  
Partner

Handwritten signature of Celio Terrones in black ink, written over a horizontal line.

Jeff Johnson  
Partner

Handwritten signature of Jeff Johnson in black ink, written over a horizontal line.

**Goldsby Construction:**

Tyler Graves  
Preconstruction Manager

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## **GENERAL TERMS AND CONDITIONS**

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### **1. MANNER OF PROVIDING SERVICES:**

FORM Design Studio (FORM), the Architect shall provide all Services set forth in the Proposal:

- A.** In accordance with professional standards of practice prevailing for such Services in Architect's profession at the time and in the place performed, the "Standard of Care".
- B.** In accordance by application of the Standard of Care with the laws, building codes, ordinances, rules, and other regulations, applicable to the Architect's Scope of Services, duly promulgated by state and local governmental authorities having jurisdiction over the Project.
- C.** As expeditiously as is consistent with professional skill and care.

### **2. LIMITATIONS:**

The obligations of FORM to provide the Services set forth in the Proposal, and the responsibility of FORM for any such Services so provided shall be subject to the following limitations, conditions, qualifications, and exclusions:

- A.** Any construction cost estimates, budget evaluations, research, and any other estimates or evaluations provided by FORM to the Client shall constitute only FORM's professional judgment with respect to the subject thereof. FORM disclaims any warranties or representations that actual costs, budgets, etc. will not exceed Architect's cost estimates or evaluations.
- B.** In any review by FORM of product data, samples, shop drawings, or other information submitted by the Client's contractors, FORM and its consultants shall have no obligation to determine the accuracy, adequacy or completeness of construction details, construction methods, safety precaution or performance criteria. FORM's approval of any such submittals shall not constitute a determination of any such items. Such approval shall be an indicator by FORM of its belief that the Client's contractors understand the design concept of FORM's Construction Documents and have prepared all product data, samples, shop drawings, or other information in conformance with that design concept.
- C.** FORM shall be entitled to rely upon the accuracy and completeness of all reports, surveys, and information provided by the Client pursuant to this Proposal.
- D.** The Client shall bear all risk of the presence of any hazardous or toxic materials at or near the Project.
- E.** If the Project is permitted for construction based on construction documents supplied by FORM, the Client shall cause the Project to be constructed in accordance with those construction documents.
- F.** FORM shall not have control over or charge of and shall not be responsible for any Project construction means, methods, techniques, sequences, procedures, or safety and security programs or precautions in connection with the work.
- G.** FORM shall not be responsible for the Project construction contractors' and vendors' compliance with the requirements of applicable codes, regulations, ordinances, and laws.

### 3. ADDITIONAL SERVICES:

Additions or changes to the Defined Scope of Services, the Design Criteria, or other changes or delays which impact the Defined Scope of Services may result in additional services, the fees for which shall be set by mutual agreement at the time such additions or changes are requested, or absent such agreement, at the following hourly rates:

Principal	160
Clerical	50

### 4. CONFIDENTIALITY:

FORM shall maintain the confidentiality of the location of potential and selected sites for the Project, together with any other information supplied to FORM by the Client and designated by the Client as confidential, except:

- A. When such confidential information becomes generally known to the public through no fault of FORM; or
- B. To comply with the order of a court of competent jurisdiction.

### 5. OWNERSHIP AND USE OF DOCUMENTS:

All documents produced by FORM under this agreement, "Architect's Instruments of Service," are and shall remain the property of FORM or its consultants, including all intellectual property rights and copyright, and may not be used by the Client for any other endeavor without the written consent of FORM.

**5.1** The client shall not modify FORM's work. Revisions are only authorized when performed by FORM for additional compensations. In the event that Architect's Instruments of Service are reused, without FORM's consent, for a different endeavor or project or are modified in any manner other than by FORM:

- A. The Client shall indemnify and hold FORM and its Consultants, harmless from all claims or liability which results from such modification or reuse, including all costs and attorney fees; and
- B. Reuse and/or modification shall be at Client's sole risk and without liability to Architect and Architect's Consultants.
- C. The Client shall remove any reference to FORM or its Consultant's name and/or logo on the documents.

### 6. DISPUTE RESOLUTION:

Any claim or dispute between the Client and FORM shall be submitted to mediation, subject to the parties agreeing to a mediator. This agreement shall be governed by the laws of the principal place of business of FORM.

### 7. ELECTRONIC FILES:

Files in electronic media format of text, data, graphics, or other types that are furnished by FORM or its consultants to the Client or to the Contractor upon the Client's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**8. BETTERMENT:**

In the event of a negligent error or omission in FORM's designs, plans, Specifications, or other services ("the defect"), FORM's sole responsibility and liability for the defect shall not exceed FORM's services to re-perform or redesign the plans, specifications, services, or other deliverables related to the defect, plus the reasonable and necessary direct damages caused by the defect. FORM shall not be liable for, and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item of work, material or equipment that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.

**9. TERMINATION:**

In the event, Owner does not pay FORM in accordance with the Agreement, FORM may suspend performance and terminate the Agreement upon seven (7) days written notice.