

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not necessary accommodation.

DURANT CITY COUNCIL

6:00 PM

**Roscoe J. Hatfield Council
Chambers
300 West Evergreen
Durant, Oklahoma
SPECIAL CALLED AGENDA**

April 14, 2025

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

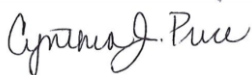
1. Administration

- a. Consider Appointment of Mayor
- b. Consider Appointment of Vice Mayor
- c. Consider Approval of Ordinance Amending the Durant Code of Ordinances Title XV, by Permitting Tattoo Studios in Certain Districts; by Modifying Restrictions; and Declaring an Emergency (O-2025-02)
- d. Consider Approval of Professional Services Agreement Between the City of Durant and Theorem, LLC for Engineering Services for New Durant Animal Shelter (C-2025-10)

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of March 2025 and that an agenda of said meeting was posted at the place of such meeting at 1:45 p.m. on the 11th day of April 2025.



Cynthia J. Price, City of Durant



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 4/14/2025
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 4/14/2025
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Appointment of Mayor

Council Information / Action Requested

Appointment of Mayor

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 4/14/2025
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Appointment of Vice Mayor

Council Information / Action Requested

Appointment of Vice Mayor

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 4/14/2025
To: Mayor and City Council
From: Paul Cottrell, Community Development Director
Re: Consider Approval of Ordinance Amending the Durant Code of Ordinances Title XV, by Permitting Tattoo Studios in Certain Districts; by Modifying Restrictions; and Declaring an Emergency (O-2025-02)

Staff recommends approval.

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. O-2025-02 Professional Services Agreement Between City and Theorem LLC for Engineering Services for New Durant Animal Shelter UNSIGNED

ORDINANCE NO. O-2025-02

AN ORDINANCE AMENDING THE DURANT CODE OF ORDINANCES TITLE XV, BY PERMITTING TATTOO STUDIOS IN CERTAIN DISTRICTS; BY MODIFYING RESTRICTIONS; and DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF DURANT, OKLAHOMA:

SECTION 1 – Chapters 110 and 156 of the Durant City Code shall be amended as follows:

See Exhibit A attached hereto.

SECTION 2. DECLARATION OF EMERGENCY.

For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma, and the inhabitants thereof, it is necessary that this Ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

Passed and approved this 14th day of April, 2025, in regular session of the Durant City Council.

CITY OF DURANT

MARTIN TUCKER, MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:

CYNTHIA J. PRICE
CITY CLERK

EXHIBIT A

TATTOO, BODY PIERCING, AND BODY PAINTING STUDIOS

§ 110.160 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ARTIST. A person who performs tattooing, intradermal cosmetics, and/or certain body piercing, and who is responsible for complying with the provisions of this subchapter.

BODY PIERCING. The creation of an opening in an individual's body, other than in an individual's earlobe, to insert jewelry or another decoration.

BODY PIERCING STUDIO. A permanent, non-dwelling building or portion of a building, designated by a license holder and located in accordance with applicable local zoning codes where body piercing is performed, completely separated from living quarters, hereafter referred to as studio.

BODY PAINTING. The practice of applying permanent paint, dye, or other substances, whether transparent or non-transparent, to or on the body of a patron when such body is wholly or partially nude in terms of specified anatomical areas.

BODY PAINTING STUDIO. An establishment or business that provides the services of applying paint or other substances, whether transparent or non-transparent, to or on the body of a patron when such body is wholly or partially nude in terms of specified anatomical areas.

BUILDING OFFICIAL. The Chief Building Official for the city, or his or her designee.

NUDITY. As defined in 21 O.S. § 1040.75 of the Penal Code of the State of Oklahoma.

PERMIT HOLDER. A person who owns, operates, or maintains a tattoo studio, tattoo, body piercing, and body painting studio, or body piercing studio in compliance with this subchapter.

REGULATORY AUTHORITY. The Director of Community Development of the city, or his or her designated representative having responsibility to enforce and administer these regulations.

TATTOO/TATTOOING. The practice of producing an indelible mark or figure on the human body by scarring or inserting a pigment under the skin using needles, scalpels, or other related devices and including intradermal cosmetics.

TATTOO STUDIO. A permanent, non-dwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where tattooing or intradermal cosmetic application is performed, completely separated from living quarters; hereafter referred to as studio.

(Prior Code, § 110.101) (Ord. 1522, passed 10-10-2006)

§ 110.161 COMPLIANCE AND PENALTIES.

(A) A person, firm, or corporation who owns, operates, or maintains a tattoo, body piercing, or body painting studio or practices tattooing or body piercing shall comply with the provisions of these regulations.

(B) (1) Any person(s) convicted of violating this subchapter may be punished by a fine not to exceed \$500 plus court costs.

(2) Each separate violation of these regulations shall constitute a separate offense.

(C) In addition to the penalty provided above, the city shall be entitled to pursue all other criminal and civil remedies to which it is entitled under the authority of other ordinances or state law.

~~§ 110.162 PERMITS ISSUED BY CITY.~~

~~(A) It is unlawful for any person to conduct, operate, or maintain a tattoo, body piercing, or body painting studio within the city without a valid permit issued by the local regulatory authority.~~

~~(B) A person operating a tattoo, body piercing, or body painting studio shall display the permit issued by the regulatory authority in a conspicuous location visible to the public.~~

~~(C) A permit issued for the operation of a tattoo, body piercing, or body painting studio shall not be transferred to another person or location.~~

~~§ 110.163 PERMITTING PROCEDURES.~~

~~(A) Any person who desires a permit for a tattoo, body piercing, or body painting studio shall apply for the permit on a form provided by the regulatory authority. To receive a tattoo, body piercing, or body painting studio permit, a person must submit a completed application to the regulatory authority, proof of a valid state tattoo and certain body piercing studio permit issued by the Oklahoma Department of Health, criminal background check~~

~~clearance from the Police Department, and the required local application fee.~~

~~—(B) Upon receipt of the completed application, the regulatory authority shall inspect the proposed tattoo, body piercing, or body painting studio for compliance with the provisions of this subchapter. The regulatory authority may issue a local tattoo, body piercing, or body painting studio permit after determining that the proposed studio is in compliance with all applicable state and local health regulations.~~

~~—(C) The permit issued by the city regulatory authority shall be valid for one year or unless otherwise revoked for cause as hereinafter prescribed. The permit application fee and permit renewal application fee shall be set by resolution of the City Council.~~

~~—(D) Whenever a tattoo, body piercing, or body painting studio is constructed or remodeled so as to require a building permit, or an existing structure is converted in whole or part to use as a tattoo, body piercing, or body painting studio, plans and specifications for such construction, remodeling, or conversion with the applicable fees shall be submitted to the Building Official for review and approval in accordance with applicable city rules and regulations before construction, remodeling or conversion is begun. The Building Official shall approve the plan and specifications if they meet applicable city regulations.~~

~~—(E) The Building Official or his designee shall be allowed to perform an inspection of the tattoo, body piercing, or body painting studio prior to the start of operations as a tattoo, body piercing, or body painting studio to determine compliance with approved plans and requirements of this subchapter. A city certificate of occupancy issued by the Building Official must be obtained prior to the operation of the studio.~~

§ 110.164 INSPECTIONS.

(A) Tattoo, body piercing, and body painting studios shall be inspected routinely and as frequently as necessary by the regulatory authority ~~or the Chief of Police~~ or his or her designee(s) to determine compliance with the provisions of this subchapter. ~~Such studios shall be inspected at least two times per year.~~

(B) The regulatory authority shall be allowed access to any tattoo, body piercing, or body painting studios, and to the records required by this subchapter or as otherwise authorized by state law, at any reasonable time, for the purpose of enforcing the provisions of this subchapter.

~~§ 110.165 CRIMINAL BACKGROUND CHECK.~~

~~—(A) No tattoo, body piercing, or body painting studio may be owned, operated by, or employ anyone who:~~

~~—(1) Has been convicted of a felony offense involving sexual misconduct;~~

~~—(2) Requires registration as a registered sex offender in the state;~~

~~—(3) Has been convicted for felony possession, use, or intent to distribute a controlled substance; or~~

~~—(4) Has been convicted for pandering, prostitution, soliciting for prostitution, lewd molestation, or sexual battery.~~

~~—(B) Prior to the issuance of a permit for a tattoo, body piercing, and body painting studio, a criminal background check of the owner and operator shall be coordinated by the Police Department. A criminal background check on all employees shall be coordinated prior to the beginning of employment at a tattoo, body piercing, and body painting studio.~~

~~—(C) The criminal background check fee shall be set by resolution of the City Council.~~

§ 110.166 OPERATION REQUIREMENTS AND STANDARDS.

(A) Every portion of a location where tattooing, body piercing, full body painting, or permanent body painting is performed, including appliances, apparatus, and personnel shall be kept clean and operated in a sanitary condition.

(B) Operator or employee clothing must cover the chest and genital areas at all times. Transparent clothing is not permitted.

(C) The private parts of patrons must be covered by towels, cloths, or undergarments when in the presence of any employee, operator, or patron within the confines of the business.

(D) All locations where tattooing or body piercing is performed shall have clean laundered sheets and towels in sufficient quantity and shall be laundered after each use thereof and stored in a sanitary manner.

(E) Hours of operation for tattooing, body piercing, or body painting studio shall be limited to 9:00 a.m. to ~~10~~12:00 p.m. daily.

(F) No person under the age of 18 is allowed to enter a tattoo, body piercing, or body painting studio unless accompanied by a parent or legal guardian. The parent or legal guardian must sign a consent form and present

valid photo identification of which will be photocopied and kept on file.

(G) A tattoo, body piercing, or body painting studio shall not conduct any non-clerical or reception activity in any manner that is visible from any public right-of-way. This provision shall apply to any display, decoration, or show window.

§ 110.167 OKLAHOMA DEPARTMENT OF HEALTH REGULATIONS ADOPTED.

The city hereby adopts the most current Oklahoma Department of Health rules regulating body piercing and tattooing. Special emphasis will be applied to compliance to the OSHA blood-borne pathogen transmission prevention standards and medical waste disposal.

§ 110.168 RECORDKEEPING.

(A) Every business conducting tattooing or body piercing must ~~have on file a register of each client or person receiving a tattoo, body piercing, or body painting and such register shall record the name, address, date of birth, sex, age of the customer or client receiving a tattoo, body piercing, or body painting service.~~ All other maintain records, as required by the Oklahoma Department of Health, and all such records shall be kept on file.

(B) All records shall be kept on file for a period of seven years. ~~A photocopy of a valid photo identification document of each customer or client and signed parental or legal guardian consent form for those under the age of 18 shall be kept on file.~~

§ 110.169 VIOLATIONS; NOTIFICATION AND ORDER TO CORRECT.

(A) If the regulatory authority determines that a tattoo, body piercing, or body painting studio is in violation of this subchapter, regulations adopted by the Oklahoma Department of Health, or other applicable law, it may notify the studio in writing of the violation and by written order directing the studio to correct the violation within a definite period of time.

(B) If the regulatory authority determines that the violation constitutes an imminent and serious threat to the public health or safety, it may order the permit holder to correct the violation immediately or cease operations to the extent determined necessary to abate the threat until the violation is corrected.

(C) In addition to the authority listed above, the city shall be entitled to pursue all other remedies including filing complaints in Municipal Court or the Oklahoma Department of Health.

(D) The City Attorney may engage in the enforcement of the civil penalty and injunction order of the state law if requested by the Oklahoma Department of Health.

~~§ 110.170 SUSPENSION OF PERMITS.~~

~~(A) The regulatory authority may suspend a permit issued under provision of this subchapter if it determines that the owner, operator, or person in charge of a tattoo, body piercing, or body painting studio has:~~

~~— (1) Been convicted twice within a 12-month period for violation of this subchapter;~~

~~— (2) Failed to comply, within the time specified, with an order to correct or abate an imminent threat to the public health or safety;~~

~~— (3) Intentionally or knowingly provided false information to the regulatory authority, the Chief of Police or his or her designee during a lawful inspection; or~~

~~— (4) Intentionally or knowingly impeded a lawful inspection by the regulatory authority or Chief of Police or his or her designee.~~

~~(B) The regulatory authority shall suspend the permit for a definite period of time not to exceed one year, or until the violations resulting in said suspension have been corrected or abated.~~

~~(C) Upon receipt of written notice of suspension issued by the regulatory authority, the permit holder shall immediately cease operation of the facility for which the permit is suspended. The notice of suspension must include:~~

~~— (1) The name of the permit holder;~~

~~— (2) The location or identification of the establishment for which the permit is suspended;~~

~~— (3) The reason for the suspension; and~~

~~— (4) A statement informing the establishment of its right to appeal the suspension.~~

~~§ 110.171 EXCEPTIONS.~~

~~This subchapter shall not apply to hospitals, nursing homes, or persons holding a valid certificate to practice medicine under the laws of the state or to persons working under the direction of any such person or in any such establishments.~~

~~§ 110.172 APPEAL.~~

~~(A) A decision by the regulatory authority invoking suspension of a permit is final unless an appeal is filed, in writing, with the City Manager or his or her designated representative within ten days of the notice of suspension.~~
~~(B) The City Manager or his or her designated representative shall set a time and date for a hearing on the suspension and shall issue a decision, in writing, within ten days of the hearing date. The filing of an appeal in accordance with division (A) above enjoins or stays an action of the regulatory authority pending a final decision by the City Manager or his or her designated representative.~~

§ 156.034 USES PERMITTED IN DISTRICTS.

(A) (1) The uses permitted in the various districts are shown in division (C) below. The uses permitted in a more restricted district may be permitted in a less restricted district within the same zoning category; provided, however, that the yard space and other requirements of the more restricted district shall apply. For purposes of applying this rule the following shall apply:

(a) Each district shown in the subsequent list shall be considered to be more restrictive than the one listed to the right and

(b) Zoning categories shall consist of the following:

1. Residential - Districts A-1, R-1, R-2, R-3, and R-4.
2. Commercial - Districts C-0, C-1, C-2, C-3, and CBD.
3. Industrial - Districts I-1 and I-2.
4. Other - District H-1.

(2) Adult-oriented establishments as defined by § 110.100 of this code of ordinances shall not be located within any use district except as indicated on the table in this section.

(B) It is intended that these regulations be interpreted as permitting a dwelling unit to be located on the same lot with or within a structure used or intended to be used primarily for nonresidential purposes only upon individual review and approval by the Planning and Zoning Commission and the City Council.

(C) The city is hereby divided into 13 use districts. The most restrictive use district being R-1 and the least restrictive being I-2. The permitted uses of each use district in order of restriction are designated on the following graph as follows.

Permitted Uses	Special Provisions		Residential Districts					Commercial Districts					Industrial Districts		Other
	Special Conditions See §	Parking Spaces Required	A1	R1	R2	R3	R4	C0	C1	C2	C3	CBD	I1	I2	H1
Permitted Uses	Special Provisions		Residential Districts					Commercial Districts					Industrial Districts		Other
	Special Conditions See §	Parking Spaces Required	A1	R1	R2	R3	R4	C0	C1	C2	C3	CBD	I1	I2	H1

Accessory uses, incidental to those listed	None	1/200 sq. ft. of occupancy area	X	X	X	X		X	X	X	X	X	X	X	R
Adult-oriented establishment	110.100									X					
Advertising signs or structures	Chapter 158	None	X	X	X	X		X	X	R	X	X			X
Agriculture: farming, dairying, horticulture, animal and poultry, husbandry, excluding the feeding of offal or garbage	None	1/400 sq. ft. GFA	X												
Agriculture: gardening, not commercial	None	1/400 sq. ft. GFA	X	X	X	X									
Ambulance service, office or garage	None	1/500 sq. ft. GFA or 1/employee +1/vehicle operated in use								X	X	X			R
Amusement enterprises	None	1/200 sq. ft. GFA+ 1/3 occupants at max. occupancy								X	X	X			
Artificial limbs, orthopedic appliances	None	1/150 sq. ft. GFA													R
Artist supplies and hobby shops	156.057	1/100 sq. ft.							X	X	X	X			
Assisted living facility	None	1/bed + 1/each employee on max. shift				R			X	X	X	R			X
Athletic fields	156.060	20/field or 1/4 seats, whichever is greater	X	R	R	R	R	R	R	R	R		R	R	R
Automotive rental and sales, new and used	None	1/150 sq. ft. GSA+ 1/vehicle offered for sale or rent + 1/each employee on max. shift								X	X				

Automotive service	156.057	1/300 sq. ft. + 1/each employee on max. shift + 1/each vehicle in operation + 1/each vehicle being serviced							X	X	X				
Automotive wrecking and junk yards	156.060	1/300 sq. ft. +1/ employee on max. shift + 1/each vehicle used in operation of use + 1/each vehicle being serviced or processed												X	
Bakery shop	None	1/200 sq. ft. GSA + 1/ employee							X	X	X	X			

Banks, saving institutions	None	1/200 sq. ft. + 6 stacking spaces for 1st drive-in window and 4 stacking spaces for each add'l drive-in window						R	X	X	X	X			
Banquet, exhibition, meeting and reception halls	156.060	1/4 persons based on design capacity of building, or 5/1,000 sq. ft. GFA, whichever is greater			R	R			X	X	X	X			
Barber, beauty shops	156.051	1/200 sq. ft. GSA + 1/ employee							X	X	X	X			R
Bars and taverns (Accessory use for restaurants only)	156.052									X	X	X			
Bars and taverns (drinking places)	156.052									R	R	X			
Beer and ale wholesalers		1/ employee on max. shift + 1/150 GSA											X	X	
Beer, wine, and liquor stores		5.5 spaces per 1,000 sq. ft. GFA							R	R	R	R			

Blacksmiths	None	1/1,000 sq. ft. + 1 dock/ 25,000 sq. ft.												X	
Boarding houses	None	1/resident owned or operated vehicle					X			X					
Boat sales, rental or service	None	1/150 sq. ft. GLA + 1/vehicle for sale or rent + 1/ employee +1/vehicle serviced								X	X				
Body painting studio	156.067	6/chair +1/ employee								R	R		R	R	

Body piercing studio	156.067	6/chair +1/ employee								R	R		R	R	
Bookstore	None	1/150 sq. ft. GSA							X	X	X	X			
Bottled water manufacturing		1/employee on max. shift + 1/150 GSA											X	X	
Bowling alley	None	5/lane + 1/employee + otherwise required as per accessory use GFA								X	X	X			
Breweries		1/employee on max. shift + 1/150 GSA											X	X	
Building materials	156.063	1/1,000 sq. ft. + 1 berth/ 25,000 sq. ft.								X			X	X	
Bulk fuel sales	156.058 156.060	1/1,000 sq. ft. + 1 dock/ 25,000 sq. ft.												X	
Bus terminal	None	1/150 sq. ft.								X	X	X	X		
Cafeterias	156.052									X	X				
Cafeterias (Accessory use)	156.052							X	X	X	X	X	X	X	

Canning, preserving factory	156.058	1/3 employee + 1 dock/ 25,000 sq. ft.												X	
Car wash	None	1/ employee, 4/ washing bay, 2/ drying stall							X						
Caterers		1/ employee, + 1/every vehicle customarily used in operation of the use or stored on the premises							X	X	X	X			
Cemetery	156.060	1/ employee	X												

Child care center	156.070	1/10 attendees +1/ employee				R		X	X	X	X	X	R	R	R
Child care center (accessory use)	156.065	1/10 attendees + 1/ employee	X	X	X	X	R	X	X	X	X	X	R	R	X
Clothing, wearing apparel store	None	1/200 sq. ft.							X	X	X	X			
Cold storage plants	156.058	1/500 sq. ft.											R	X	
Commercial radio/ television antenna towers & equipment	153.01 153.10	1/1,000 sq. ft. + 1 loading berth/ 25,000 sq. ft.	R										X	X	
Compounding, processing and blending chemical products, not including explosives	156.058	1/every 3 employees + 1/loading berth/ 25,000 sq. ft.											X		
Contractor's yard	None	1/ employee + 1/facility vehicle (vehicle operated in use) + 1/1,000 SF GLA + 1 loading berth											X	X	

Convalescent, rest or nursing home	None	1/6 beds + 1/each employee + 1 reserved for doctor + 1 loading space													R
Convenience store	156.057	1/100 sq. ft. GSA							X	X	X	X			
Dairy products store	156.057	1/150 sq. ft.							X	X	X	X			
Dance hall (see also tavern)	None	1/150 sq. ft.								X	X				
Delicatessen	156.057	1/200 sq. ft. GFA 1/employee							X	X	X	X			
Dental lab, supply house	None	1/300 sq. ft. GFA													R
Department store	None	1/150 sq. ft.								X	X	X			
		GSA 1/employee													
Distilleries		1/employee on max. shift + 1/150 GSA											X	X	
Drug store	156.057	1/150 sq. ft. GSA							X	X	X	X			
Dwelling, duplex (two family) ²	156.072	2/dwelling unit			X	X						R			
Dwelling, multi-family (development of less than three acres in size)	156.072	2.5/ dwelling unit				R						R			
Dwelling, multi-family (development of more than three acres in size)	156.072	2.5/ dwelling unit				X						R			
Dwelling, multi-family, townhome						X									
Dwelling, rooming, boarding houses, and dormitories	None	.5/guest +.75/occupant				X									
Dwelling, single-family	None	2/dwelling unit	X	X	X	X						X			

Family child care home	156.070	None	X	X	X	X	R								
Feed store	None	1/150 sq. ft. GFA								X	X	X			
Florist shop	156.057	1/150 sq. ft. GFA							X	X	X	X			
Food service contractors		1/ employee, + every vehicle customarily used in operation of the use or stored on the premises								X	X				
Food store	156.057	1/150 sq. ft. GSA							X	X	X	X			
Furniture store	None	1/500 sq. ft. GSA							X	X	X	X			
Furniture repair and upholstery	None	1/200 sq. ft. GSA								X	X	X			

Funeral parlor/chapel	None	1/150 sq. ft. GSA 1/4 seats chapel								X	X				
Garden stores, nursery, or greenhouse	None	1/250 sq. ft. GFA								X	X				
Gift shop	156.057	1/200 sq. ft.							X	X	X	X			
Golf course or country club for recreation, commercial activity accessory, excludes driving range, pitch & putt, and miniature	None	1/150 sq. ft. GFA	X	R	R	R									
Golf course, miniature or practice range	None	1/150 sq. ft. GFA								X	X				
Hardware store	156.057	1/250 sq. ft. GSA 1/employee								X	X	X			
Health club or gymnasium	None	1/employee + 1/patron (based on occupancy load)							R	X	X	X			
Heating and plumbing sales and service	None	1/150 sq. ft. GSA								X	X	X			

Home occupations	156.051	1/resident owned or operated vehicle		R	R	R									
Hospital	None	1/4 beds + 1/Dr. on staff + 1/3 employees + 1 emergency vehicle space													X
Hospital, small animals	156.060	1/150 sq. ft. + 4/Dr. + 1/employee GSA								X	X				
Hotel/motel	156.071	1/room + 1/employee on max shift + as required for accessory uses								X	X	X			
Ice cream production and distribution	156.048	.5/employee + 1 dock/25,000 sq. ft.												X	
Ice plant, frozen food locker	None	1/150 sq. ft. GSA + 1 loading dock								X	X				
Interior decorating store	None	1/150 sq. ft. GSA								X	X	X			
Kennel	156.060	1/employee 1/1,000 SF GFA	R							X	X				
Key shop	None	1/150 sq. ft.								X	X	X			
Laundry and dry cleaning pick-up stations	156.057	1/200 sq. ft. GSA + 1/employee							X	X	X	X			
Laundry, self service	156.057	1/200 sq. ft. GSA							X	X	X				
Library	None	1/150 sq. ft. usable floor area + 1/employee		R	R	R									
Lodges, service institutions ³	None	1/200 sq. ft. GFA				R									
Long-term care facility	None	1/4 beds + 1/each employee on max. shift				R			X	X	X	R		X	
Machinery rental, sales and service, new and used	156.058	1/1,000 sq. ft. GFA+ 1 dock/25,000 sq. ft.								X	X		X	X	

Machine shops, tool and dye shops, metal products manufacturing, excluding use of automatic screw machines, drop forges, or riveting machines	156.058	.5/employee + 1 dock/25,000 sq. ft.											X	X	
Mail order house	156.058	1/employee + 1 dock/25,000 sq. ft.											X	X	
Manufacturing and assembling textile and other products, excluding raw material processing	156.058	1/employee + 1 dock/25,000 sq. ft.											X	X	
Manufacturing and assembling electrical and electronic products and equipment	156.058	1/employee + 1 dock/25,000 sq. ft.											X	X	
Manufacturing, fabricating, assembling, repairing, storing, cleaning, servicing or testing, excluding use of automatic screw	156.058	1/employee + 1 dock/25,000 sq. ft. GFA											R	X	
machines, drop forges or rivet machines															
Manufactured homes/subdivisions and courts	152.01	See ordinance for parking and setbacks					X								
Manufactured homes on existing lots		See § 156.035 District Regulations	X				X								
Medical facility, clinic or office	None	6/doctor + 1/employee						X		X	X	X			X
Mental health services, outpatient	None	6/doctor or counselor + 1/employee						X	R	X	X	X			X
Milk bottling and distributing	156.058	1/400 sq. ft.												X	
Monument stone cutting	156.058	1/1,000 sq. ft. + 1 dock/25,000 sq. ft.											R	X	
Motor freight terminal	156.058	1/1,000 sq. ft. + 1 dock/25,000 sq. ft.												X	

Music, radio, television shop and repair	None	1/150 sq. ft. GSA								X	X				
Night clubs	156.052									X	X				
Novelty shop	None	1/150 sq. ft.								X	X	X			
Nursing home (see convalescent)															R
Offices, general and administrative	Chapter 158 156.057	1/300 sq. ft. GFA						X	X	X	X	X	X		
Oil and gas wells or associated facilities	156.062		R	R	R	R	R	R	R	R	R		R	R	R
Outdoor restaurant seating	156.052								X	X	X	X			
Parking lot	156.052	Off-street parking 1/vehicle or as required for uses			R	R	R	R	R	R	R	R	R	R	R
Parks, privately owned	None	1% total land area	R	R	R	R	R	R	R	R	R	R	R	R	R
Parks, publicly owned	None	1% total land area	X	X	X	X	X	X	X	X	X	X	X	X	X
Pattern shop	156.058	1/1,000 sq. ft. + 1												X	
		dock/25,000 sq. ft.													
Pawn shop	None	1/150 sq. ft. GSA								X	X	X			
Pet store	None	1/150 sq. ft. GSA								X	X				
Pharmacy	156.057	1/250 sq. ft. GSA							X	X	X	X			
Plant nursery, retail excluded	None	1/employee		R	R	R									
Police and fire stations	None	None	X					X	X	X	X	X			
Printing shop	None	1/150 sq. ft. GSA/employee								X	X	X			
Printing and binding plant	156.058	1/1,000 sq. ft. GFA + 1 berth/24,000 sq. ft.											X	X	
Processing, meat and vegetable products	156.058	1/1,000 sq. ft. GFA + 1 dock/25,000 sq. ft.												X	

Public garage	156.058	1/vehicle and 1/employee								X	X	X			
Public health center	None	6/doctor + 1/employee													X
Public buildings or those used in the public interest, including art galleries, post office, libraries, museums, stadiums, auditoriums, arenas, armories, fire stations, police stations, community centers	156.060	1/200 sq. ft. GFA	X	X	X	X		X	X	X	X	X	X	X	X
Public utility and service uses ⁴	156.060	1/400 sq. ft.	X	R	R	R									
Railroad yards and switching areas, including lodging facilities	156.058	1/3 employee												X	
Recreation center, community	156.060	1/150 sq. ft. GFA	X			X				X	X	X	X	X	
Recreation center, private	None	1/50 sq. ft. GSA								X	X	X			
Recreational vehicle (RV) parks	156.073	1/10 attendees + 1/employee								X	X		X	X	
Rehabilitation care facility	None	1/bed + 1/each employee on max. shift				R			R	R	R	R			R
Research laboratories	156.057 156.058	1/employee + 1 dock/25,000 sq. ft.								X	X	X	X	X	
Restaurant, entertainment	156.052									X	X				
Restaurant, fast food	156.052									X	X	X			
Restaurant, fast food with drive through window	156.052									X	X				
Restaurant, full service	156.052								X	X	X	X			
Restaurant, micro-brewery/ winery	156.052									R	R				

Restaurant, take out	156.052								X	X	X	X			
Roller skating rink	None	1/100 sq. ft. GSA								X	X				
Sanatorium	None	1/6 beds + 1/staff + 1/doctor +1/employees + 1/loading space													R
Schools, public and private	None	1/employee + 1/classroom 1/50 sq. ft, assembly area													
Elementary	None	1/employee + 1/classroom 1/50 sq. ft, assembly area	X	X	X	X									
Midhigh, junior high	None	1/employee + 1/classroom 1/50 sq. ft, assembly area		5	5	5									
Senior high	None	1/employee + 1/classroom 1/50 sq. ft, assembly area	X	5	5	5									
Colleges or universities	None	1/employee + 1/classroom 1/50 sq. ft, assembly area	X			X									

Self-service storage facility	None	1/vehicle stored + 1/employee + 1/10 units								R	R		X	X	
Shoe repair	156.057	1/150 sq. ft. GSA							X	X	X	X			
Sign painting	156.058	1/150 sq. ft. GSA								X	X		R	R	
Snack and nonalcoholic beverages bars	156.052								X	X	X	X			
Snack and nonalcoholic beverages bars (accessory use)	156.052							X	X	X	X	X	X	X	X
Soft drink manufacturing		1/employee on max. shift + 1/150 GSA											X	X	
Soldering and welding	156.058	1/employee + 1 dock/25,000 sq. ft. GFA												X	
Sororities/ fraternities	None	.75/occupant				X									
Spray painting and mixing	156.058	1/1,000 sq. ft. GFA+ 1 dock/ 25,000 sq. ft.												X	
Sporting goods store	None	1/150 sq. ft. GSA 1/employee								X	X	X			
Stock broker	None	1/150 sq. ft. GFA						X		X	X	X			
Substance abuse centers, outpatient	None	6/doctor or counselor +1/employee						R	R	R	R	R			X
Tailor shop	156.057	1/200 sq. ft. GFA								X	X	X			
Tattoo studios	156.067	6/chair + 1/employee								R <u>X</u>	R <u>X</u>	<u>X</u>	R <u>X</u>	R <u>X</u>	
Temporary building, construction phase only	None	None	X	R	R	R									
Temporary bulletin board, sign	Chapter 158	None		R	R	R									
Theater	156.060	1/4 seats								X	X	X			
Toy store	None	1/150 sq. ft. GSA 1/employee							X	X	X	X			

Travel trailer park and sales	156.054	1/150 sq. ft. GSA + 1/trailer (sized to trailer) + 1/employee								X					
Utility service installation	156.060	1/400 sq. ft. GFA								X	X	X	X	X	
Variety store	156.057	1/150 sq. ft. GSA 1/employee							X	X	X	X			
Warehouse and storage	156.058	1/4,000 sq. ft. + 1berth/25,000 sq. ft.											X	X	
Water filtration plant	156.058	1/3 employee + 1 berth/25,000 sq. ft.											X	X	
Wholesale distributing center	None	1/150 sq. ft. GSA + 1/employee/ loading berth								X	X		R	R	
Wine and distilled alcoholic beverage wholesalers		1/employee on max. shift + 1/150 GSA											X	X	
Wineries		1/employee on max. shift + 1/150 GSA	R										X	X	
Worship facilities	156.069	1/4 seats	R	R	R	R	R	R	R	R	R	R	R	R	R

X = Uses permitted

R = Uses permitted only upon review and approval of the Durant Planning and Zoning Commission

GSA = Gross Sales Area

GFA = Gross Floor Area

GLA = Gross Lot Area

None of the listed uses shall be permitted in the FD zone as shown on the Zoning Map except as provided in § 156.059.

Notes: 1 Minimum lot size 10,000 sq. ft.

2 No garage apartments on same lot as two-family dwellings. Allowed in upper stories of buildings whose primary usage is commercial located in the Central Business District.

3 Minimum lot size 1 acre, frontage on major street.

4 Provided major street frontage available.

5 Provided major street frontage available.

6 Minimum lot size 1 acre.

§ 156.067 TATTOO, BODY PIERCING, AND BODY PAINTING STUDIOS.

(A) ~~Tattoo, body piercing, and body painting studios in those zoning districts where permitted may be approved by the Planning Commission via a conditional use permit as provided by § 156.172 of this chapter. The~~ shall comply with the following additional conditions ~~must be satisfactorily addressed:~~

(1) All land conditions outlined in §§ 110.160 through 110.172 of this code of ordinances can be reasonably met;

~~(2) The building housing a tattoo, body piercing, or body painting studio shall be located at least 500 feet from the following uses: places of worship, public or private elementary or secondary school, park, or playground;~~

~~(3) A tattoo, body piercing, or body painting studio shall not conduct any non-clerical or reception activity in any manner that is visible from any public right-of-way. This provision shall apply to any display, decoration, or show window;~~

~~(4) Light and noise should be contained to within the building, and outdoor light beyond that needed to provide ample security lighting and noise should not exceed the light and noise levels normally associated with the area;~~

~~(5) The building facade must be designated and maintained to blend with the architectural character of the surrounding structures and/or district; and~~

~~(6) The structure and lot must meet all applicable zoning district regulations, as provided for in § 156.034 of this chapter prior to the approval of the Planning Commission.~~

~~(B) A conditional use permit for a tattoo, body piercing, or body painting studio shall be valid for one year.~~

~~(C) The premises of a tattoo, body piercing, or body painting studio shall have signs posted in at least two prominent locations, with black letters at least one-inch high on a white background, which shall read as follows: "No person under the age of 18 shall be permitted on these premises unless accompanied by a parent or legal guardian."~~



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 4/14/2025
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consider Approval of Professional Services Agreement Between the City of Durant and Theorem, LLC for Engineering Services for New Durant Animal Shelter (C-2025-10)

The quote for engineering services only was approved at the April 8, 2025 council meeting.

Council Information / Action Requested

Approval of Professional Services Agreement Between the City of Durant and Theorem, LLC for Engineering Services for New Durant Animal Shelter (C-2025-10)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2025-10 Professional Services Agreement Between City and Theorem LLC for Engineering Services for New Durant Animal Shelter UNSIGNED

AIA® Document B104® – 2017
Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of April in the year Two Thousand Twenty-Five

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Durant
300 West Evergreen Street
Durant, OK 74701
(580) 931-6600

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

Theorem, LLC
126 North Fourth Avenue
Durant, OK 74701
(580) 745-9418

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

Durant Animal Shelter
TBD Hwy 78
Durant, OK 74701

City of Durant is planning to construct a new animal shelter and animal adoption center to serve the needs of the growing community. This shelter will be located along Hwy 78 in Durant. The shelter is anticipated to be approximately 5,000 square feet of condition area to house 50 +/- canines, 20 +/- felines, a public reception area, adoptions rooms, veterinary care facility and staff supports spaces.

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Project Site: Approximately two acres within City of Durant owned property, located on Hwy 78. A proposed two acre parcel of land is within a larger parcel that currently houses the Durant Multi-Sports Complex. The proposed two acres may be sectioned off as a separate parcel, should the City of Durant deem this necessary.

Project Program: Provide a new animal shelter and adoption facility for the City of Durant. A brief description of the proposed program is noted at the beginning of this Agreement.

Architect's Consultants: Will be determined upon further review of the project program and scope; as the design of the project progresses. Consultants may include, but not be limited to Professional Land Surveyor, Geotechnical Engineering, Civil Engineering, Mechanical and Electrical Engineering, Structural Engineering.

Cost of the Work: Initial project estimates for the project whole are approximately \$1,676,000.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols

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governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1M / \$2M

.2 Automobile Liability

NA

.3 Workers' Compensation

Statutor

.4 Professional Liability

\$1M / \$2M

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together

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with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Theorem is providing Supplemental Services for Professional Land Survey, Geotechnical Engineering, Civil Engineering, Structural Engineering, Mechanical & Electrical Engineering as a part of this Agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Twenty (20) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural,

mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the

party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Cost of Work performed to date at the time of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

No Licensing Fee will be required for use of Instruments of Service for this project at this location. Should the Owner decide to relocate the project or potentially construct additional facilities based on the design of this project; a Licensing Fee shall be required and negotiated with the Owner.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$144,664.0

- .2 Percentage Basis
(Insert percentage value)

Zero (0.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

NA

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

No additional fee for the Items listed in Section 4.1. Theorem is including these services/fees inclusive of the Basic Services Fee listed in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be Negotiated with the Owner prior to proceeding with Additional Services that may arise.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

To be Negotiated with the Owner prior to proceeding with Supplemental or Additional Services.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty percent (30.00 %)
Construction Documents Phase	Fifty-Five percent (55.00 %)
Construction Phase	Fifteen percent (15.00 %)
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and

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.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10.00 % monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

NA

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

NA

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER *(Signature)*

BY: _____

(Printed name and title)

ARCHITECT *(Signature)*

BY: Shane Knight, Principal

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

Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:01:13 CDT on 04/10/2025.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

AGREEMENT made as of the Tenth day of April in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

City of Durant

300 West Evergreen Street
Durant, OK 74701

(580) 931-6600

Theorem, LLC

126 North Fourth Avenue
Durant, OK 74701

(580) 745-9418

Durant Animal Shelter

TBD Hwy 78
Durant, OK 74701

City of Durant is planning to construct a new animal shelter and animal adoption center to serve the needs of the growing community. This shelter will be located along Hwy 78 in Durant. The shelter is anticipated to be approximately 5,000 square feet of condition area to house 50 +/- canines, 20 +/- felines, a public reception area, adoptions rooms, veterinary care facility and staff supports spaces.

PAGE 2

Project Site: Approximately two acres within City of Durant owned property, located on Hwy 78. A proposed two acre parcel of land is within a larger parcel that currently houses the Durant Multi-Sports Complex. The proposed two acres may be sectioned off as a separate parcel, should the City of Durant deem this necessary.

Project Program: Provide a new animal shelter and adoption facility for the City of Durant. A brief description of the proposed program is noted at the beginning of this Agreement.

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Architect's Consultants: Will be determined upon further review of the project program and scope; as the design of the project progresses. Consultants may include, but not be limited to Professional Land Surveyor, Geotechnical Engineering, Civil Engineering, Mechanical and Electrical Engineering, Structural Engineering.

Cost of the Work: Initial project estimates for the project whole are approximately \$1,676,000.

PAGE 3

\$1M / \$2M

NA

Statutor

\$1M / \$2M

PAGE 6

Theorem is providing Supplemental Services for Professional Land Survey, Geotechnical Engineering, Civil Engineering, Structural Engineering, Mechanical & Electrical Engineering as a part of this Agreement.

§ 4.2.2 The Architect has included in Basic Services Twenty (20) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

PAGE 10

Cost of Work performed to date at the time of termination.

No Licensing Fee will be required for use of Instruments of Service for this project at this location. Should the Owner decide to relocate the project or potentially construct additional facilities based on the design of this project; a Licensing Fee shall be required and negotiated with the Owner.

PAGE 11

\$144,664.0

Zero (0.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with

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Section 11.6.

NA

PAGE 12

No additional fee for the Items listed in Section 4.1. Theorem is including these services/fees inclusive of the Basic Services Fee listed in Section 11.1.

To be Negotiated with the Owner prior to proceeding with Additional Services that may arise.

To be Negotiated with the Owner prior to proceeding with Supplemental or Additional Services.

Design Phase	<u>Thirty</u> percent (<u>30.00</u> %)
Construction Documents Phase	<u>Fifty-Five</u> percent (<u>55.00</u> %)
Construction Phase	<u>Fifteen</u> percent (<u>15.00</u> %)
Total Basic Compensation	one hundred percent (100 %)

NA

PAGE 13

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10.00 % monthly

NA

NA

NA

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Shane Knight, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:01:13 CDT on 04/10/2025 under Order No. 20250109651 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)