

(d) The ARCHITECT shall endeavor to guard the OWNER against defects and deficiencies in the work of the contractors, but does not guarantee the performance of the contractors as the OWNER is amply protected by performance bonds furnished by the contractors.

(e) The ARCHITECT agrees to furnish one (1) complete set of plans and specifications for the OWNER's office files, in addition to the necessary sets of plans and specifications for construction of the project.

(f) The drawings and specifications furnished under this contract are instruments of service and shall be used on and for the work covered by this contract alone. Any preliminary estimates of cost given by the ARCHITECT are to be construed as approximate estimates only, and not as a guarantee of the cost of the work.

3. THE OWNER shall furnish the ARCHITECT with a complete and accurate survey, made by a competent surveyor, giving the grades and contour lines of the building sites and adjacent areas, all rights, restrictions, easements, boundaries, and full information as to the location of sewer, water, gas and electric services, as well as copy of plans of the present buildings to be altered or added to.

4. FEES AND PAYMENTS: For and in consideration of the services rendered by the ARCHITECT, the OWNER does hereby agree to pay to the ARCHITECT, a sum of money equal to six per cent (6%) of the total cost of all the work covered by this agreement as hereinbefore set out.

(a) Payments shall be made to the ARCHITECT in the following manner, to-wit:

1. 20% of the total estimated fee for each project shall be paid when the preliminary plans and studies shall have been completed for that project.
2. When the working drawings and the specifications are completed and the bids taken, (or within sixty (60) days after the plans and specifications have been completed, in case no bids have been taken), a second payment shall be made on each project in an amount to bring the total partial payment up to approximately eighty per cent (80%) of the entire fee.
3. The balance of the fee shall be paid monthly as the work progresses and in proportion to the amount of the construction completed.

(b) No deductions shall be made from the ARCHITECT's fee on account of penalty, liquidated damages or other sums withheld from payments to the contractors.

5. ABANDONMENT OF WORK: In case of abandonment of the work before construction is started and after the plans are substantially complete, the OWNER does hereby agree to pay to the ARCHITECT a sum of money equal to four and eight-tenths per cent (4.8%) reckoned on the lowest bona fide bid or on a reasonable estimated total cost of the work in case no bids have been taken. If the work is abandoned after actual construction has started, in addition to the four and eight-tenths per cent (4.8%) paid as above set forth, an additional one and two-tenths per cent (1.2%) of the cost of all such work as been done and the cost of all materials that have been delivered to the job shall be paid to the ARCHITECT by the OWNER which shall constitute settlement in full.

6. REIMBURSEMENTS: The OWNER will reimburse the ARCHITECT the cost of transportation and living incurred by him and his assistants while traveling outside the State of Oklahoma, in discharge of duties connected with this work, if and when ordered to make such trips by the OWNER.

7. THE OWNER and the ARCHITECT hereby agree to the full performance of the covenants herein contained and each binds themselves, partners, successors, executors, administrators and assigns to the other party to this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day as first above written.