

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and SMC Consulting Engineers, P.C. (CONSULTANT) for the following reasons:

1. OWNER intends to construct the Final Plat Design on the Saxon Park Industrial Park Project (the Project); and,
2. OWNER requires certain professional survey, design, analysis, plat and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_th day of \_\_\_\_\_, 202\_\_.

### **ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oklahoma .

### **ARTICLE 3 - SCOPE OF SERVICES**

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

### **ARTICLE 4 - SCHEDULE**

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

### **ARTICLE 5 -COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

### **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

## **ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

## **ARTICLE 8 -INDEMNIFICATION AND LIABILITY**

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

## **ARTICLE 9 - INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1 ,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

#### **ARTICLE 14 - TERMINATION AND SUSPENSION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **ARTICLE 16 - NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:  
OWNER:

Tim Miles, P.E.  
Capital Projects Engineer  
City of Norman  
P.O. Box 370  
Norman, OK 73070

SMC Consulting Engineers, P.C.:  
Muhammad A. Khan, P.E., CFM  
Vice President  
815 W. Main Street  
Oklahoma City, OK 73106

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

#### **ARTICLE 17 - DISPUTES**

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

#### **ARTICLE 19 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 21 - INTEGRATION**

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 22 - SUCCESSORS AND ASSIGNS**

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**ARTICLE 23 - ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

**ARTICLE 24 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Freese and Nichols have executed this Agreement.

DATED this \_\_\_th day of \_\_\_\_\_, 202\_.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

SMC Consulting Engineers, P.C.

Signature Muhammad Khan

Name MUHAMMAD KHAN, P.E., CFM

Title VICE PRESIDENT

Date 04-08-2020

Attest:

Melonee Penner  
Secretary

Approved as to form and legality this 10 day of April 2020.

[Signature]  
City Attorney

## **ATTACHMENT A SCOPE OF SERVICES**

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

### **DESCRIPTION OF PROJECT**

The Saxon Industrial Park Project is a joint project between NEDC and the City of Norman intended to divide approximately 47.43 acres into four (4) parcels with infrastructure improvements to promote industrial development in south Norman.

### **DESIGN SERVICES**

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

SMC Consulting Engineers, P.C. (SMC) is pleased to offer the following proposal for Civil Engineering Design Services for the NEDC/Saxon Industrial Park project (SITE) to the City of Norman (CLIENT). Please note that there is a separate proposal with the NEDC for the Preliminary Plat for this project.

**Following is a scope of Civil Engineering Design Services for Final Plat and Public Infrastructure Development Work.**

#### **1. DESIGN TOPOGRAPHIC SURVEYING**

- a. ALTA Survey previously provided by NEDC.
- b. Prepare Topographic Survey for the off-site roadway in Saxon Park.

#### **2. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT**

- a. Provided by NEDC.

#### **3. GEOTECHNICAL SERVICES**

- a. Conduct geotechnical exploration services at the SITE.
- b. A Conceptual Site Plan is provided by NEDC.
- c. Proposed scope of work includes soil borings for the public roadways.

#### **4. FINAL PLAT**

- a. Prepare Preliminary and final plats for submittal to the City.



- b. SMC will coordinate with the CLIENT at meetings with TAC, and represent the CLIENT at the Public Meetings, review and approval hearings by the Planning Commission and the City Council.
- c. Incidental costs, such as Abstractor fees, and recording fees are not included in this proposal. Fees that are advanced by SMC will be billed to CLIENT as a reimbursable expense.

**5. PUBLIC WATERLINE IMPROVEMENT PLANS**

- a. Prepare Public Waterline Improvement Plans per City Standards.
- b. Prepare Engineering Reports and Applications for Permit to Construct the Waterline for ODEQ review and approval.
- c. During the bidding and negotiation phase, provide help with bidding contractor questions, if required.
- d. Actual Permit Fees that are paid by SMC will be billed to CLIENT as a reimbursable expense.

**6. PUBLIC SANITARY SEWER IMPROVEMENT PLANS**

- a. Prepare Public Sanitary Sewer Improvement Plans per City Standards.
- b. Prepare Engineering Reports and Applications for Permit to Construct the Sanitary Sewer for ODEQ review and approval.
- c. During the bidding and negotiation phase, provide help with bidding contractor questions, if required.
- d. Permit Fees that are advanced will be billed to CLIENT as a reimbursable expense.

**7. PREPARE DRAINAGE IMPACT ANALYSIS**

- a. Prepare Drainage Impact Analysis of the overall subdivision. Perform historic and proposed storm water runoff calculations. Design storm water management of the overall site.

**8. PUBLIC DRAINAGE AND PAVING IMPROVEMENT PLANS**

- a. Prepare Public Storm Sewer Improvement Plans per City Standards.
- b. Prepare Engineering Calculations for the design of Public Storm Sewer System.
- c. Prepare Public Paving Construction Plans for the proposed streets per City Standards.
- d. During the bidding and negotiation phase, provide help with bidding contractor questions, if required.

**9. STORM WATER POLLUTION PREVENTION PLAN**

- a. Prepare Erosion and Sedimentation Control Plans in accordance with the City and Oklahoma Department of Environmental Quality (ODEQ) General Permit for Storm Water Discharges from Construction Activities.
- b. Prepare Storm Water Pollution Prevention Plan (SWPPP) in accordance with the City and ODEQ for Storm Water Discharges from Construction Activities.
- c. Prepare Notice of Intent for the CLIENT for further submittal to the City and ODEQ

- prior to start of the construction work.
- d. Prepare Notice of Termination for the CLIENT for further submittal to the City and ODEQ after the completion of the project.

10. **BID DOCUMENTS, SPECIFICATIONS, SPECIAL PROVISIONS, TECHNICAL PROVISION, ADDENDUMS, CONTRACT DOCUMENTS**

- a. Assist the CLIENT with preparation of bid documents, project specifications for construction materials and testing, special and technical provisions for the execution and completion of the work, contract documents and bond requirements.

11. **PREBID & PRECONSTRUCTION MEETINGS, SUBMITTAL REVIEWS, INVOICE REVIEWS, REVIEW CHANGE ORDERS, FINAL WALKTHRU**

- a. Reply to Contractor's Request for Information (RFI).
- b. Provide review of shop drawing and product data submittals for compliance with the contract documents.
- c. Provide asbuilt public improvement plans per asbuilt survey provided by the Contractor.
- d. SMC will be reimbursed by CLIENT for the construction observation on a per trip basis to visit the SITE at intervals appropriate for reviewing the site work per CLIENT's directive. CLIENT may require SMC's assistance to visit the SITE to review something in another area of work.
- e. SMC does not guarantee the performance of the Contractor(s) by SMC's performance of such construction observations. SMC's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner; CLIENT shall not make SMC an insurer of the Contractor's performance; and shall not impose upon SMC any obligation to see to it that the work is performed in a safe manner.

12. **ADMINISTRATION OF STATE AND FEDERAL (EDA) GRANTS FOR SAXON INDUSTRIAL PARK PROJECT**

- a. Administration of State and/or Federal (EDA) Grants, provided by U.S. acting through Economic Development Authority of the U.S. Department of Commerce or any other person designated to act on its behalf for providing the financial assistance to the City and/or to Norman Economic Development Coalition (NEDC), which includes assistance in financing the Construction Infrastructure of Saxon Industrial Park Project.
- b. Incorporate Contract Provisions of the State and/or Federal Grants into the bidding documents.
- c. Assist the City and/or NEDC in entering into the contract(s) with the award of work to the lowest responsible bidder in accordance with the State and/or Federal Grants.
- d. Prepare progress reports in accordance with the contract provisions of the State and/or Federal Grants for the Saxon Industrial Park Project.

**Attachment B, Schedule**  
**Saxon Industrial Park Final Plat**

Based upon the project scope (as described in Attachment “A”), the anticipated schedule for the project will be as follows:

<b><u>Project Submittals</u></b>	<b><u>Estimated Time to Complete</u></b>
Notice to Proceed (NTP)	To be determined by the City upon approval of the Preliminary Plat by the City Council (to be submitted by Norman Economic Development Coalition)
Kick-off Meeting/Site Visit	If required by the City
Survey	30 days from NTP
Geotechnical Engineering	30 days from NTP
Preliminary Public Paving & Drainage Plans (30%)	45 days from NTP
Preliminary Public Waterline Plans(80%)	45 days from NTP
Preliminary Public Sanitary Sewer Plans (80%)	45 days from NTP
Right of Way & Utilities Coordination Meeting	Contemporaneously with the Preliminary Plat
Final Plat	30 days after the review of Preliminary Plans by the City
Final Public Paving and Drainage Plans	30 days after the review of Preliminary Plans by the City
Final Drainage Impact Analysis	30 days after the review of Preliminary Plans by the City
Storm Water Pollution Prevention Plan	30 days after the review of Preliminary Plans by the City
Final Public Waterline and Sanitary Sewer Plans	21 days after the review of Preliminary Plans by the City
ODEQ Engineering Report for Waterline & Sanitary Sewer	21 days after the review of Preliminary Plans by the City
Bid Documents, Specifications and Contract Documents	14 days from approval of final paving, drainage, public waterline and public sanitary sewer plans.

The submittals that require review by other agencies; such as ODEQ and ODOT, may govern the duration of schedule. If the scope of the project is adjusted, the above project schedule will need to be modified in concurrence with the City’s approval for additional time.

**Attachment C, Fee Schedule**

**FEE SCHEDULE SUMMARY**

**SAXON INDUSTRIAL PARK FINAL PLAT**

**BASIC SERVICES**

1.	Design Topographic Survey	\$14,000.00
2.	Phase 1 Environmental Site Assessment (Prelim. Plat)	\$0.00
3.	Geotechnical Services	\$16,000.00
4.	Final Plat	\$15,000.00
5.	Public Waterline Improvement Plans	\$18,000.00
6.	Public Sanitary Sewer Improvement Plans	\$17,000.00
7.	Drainage Impact Analysis	\$11,000.00
8.	Public Drainage and Paving Improvement Plans	\$40,000.00
9.	Storm Water Pollution Prevention Plan	\$10,000.00
10.	Bid Documents, Specs, Provisions, Contract Documents	\$8,000.00
11.	Construction Phase	\$9,000.00
12.	Administration of State and/or Federal Grants	\$18,500.00
TOTAL (LUMP SUM)		\$176,500.00

**REIMBURSABLE EXPENSES**

- a. If additional services are required by the CLIENT, compensation will be based on the normal hourly billing rates established by the ENGINEER as follows: **None of these services will be initiated without prior authorization of the CLIENT.**

CLASSIFICATION	HOURLY RATE
Sr. Principal Eng., P.E.	\$165.00
Design Engineer, P.E.	\$140.00
Design Engineer, E. I.	\$100.00
Design Engineer, E. I. II	\$ 80.00
Sr. Engineering Tech.	\$ 85.00
Engineering Tech. II	\$ 65.00
AutoCAD Tech. III	\$ 75.00
Drainage Engineer	\$165.00
Clerical/Word Processing	\$ 60.00

- b. Permit or filing fees for plan review or recording of documents at actual cost.  
c. All shipping, mailing, printing, aerial photographs, and priority mailing.  
d. Prepare legal descriptions of easements; unless otherwise required in the plat.  
e. Revisions to construction plans per CLIENT/City review will be billed as hourly reimbursements.  
f. All off-site work and any additional surveying.  
g. In the event that unmarked buried utilities, pipelines, oil wells, etc. are discovered during the performance of Engineer's Services, CLIENT shall be responsible for relocation, if necessary.  
h. Provide record drawings for public paving, drainage, sanitary sewer and waterlines.

The CLIENT shall pay SMC the fees earned according to the above schedule. Fees will be invoiced monthly as the work progresses. Under the terms of this proposal, payment is due within 30 days of the invoice date.

Items herein specified are based on existing requirements adopted by the City of Norman. If, during the engineering phase of this development, new ordinances are passed which change the scope of this proposal, SMC reserves the right to negotiate for additional fees to be commensurate with the new ordinance change.

If accepted, then the terms become valid for one year from the date of acceptance. We appreciate the opportunity for presenting this proposal. At the end of one year, it is agreed that these fees may increase to an amount equal to the annual inflation rate at that time. The revised fees will then be valid for one year. If satisfactory, please sign and return the attached executed copy of this proposal.

**Attachment D, Owners Responsibilities  
Saxon Industrial Park Final Plat**

As the OWNER will serve as a conduit for information, the OWNER shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant planning studies by Norman area agencies. If data is required from other public agencies, the OWNER will assist in making requests for such data.

The OWNER shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public meeting notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies such as ACOG (if necessary) for data and/or assistance, as may be appropriate and relevant to travel forecasts, modeling files, or other data.
- E. Provide CONSULTANT with current base mapping of City and extra-territorial jurisdictions in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- F. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- G. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- H. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
- I. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- J. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- K. Bear all costs incident to compliance with the requirements of this Attachment D.
- L. Notify CONSULTANT in writing of the request to perform additional and/or "optional" services at the added cost to the overall contract.