

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and EST, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to construct 36<sup>th</sup> Avenue NW and Crail Drive Intersection (the Project); and,
2. OWNER requires certain professional survey, design, analysis 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 \_\_\_\_\_, 2017.

**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:

Michael Rayburn, P.E.  
Capital Projects Engineer  
City of Norman  
P.O. Box 370  
Norman, OK 73070

EST, Inc:

Mr. Paul Poynter, PE  
Vice President  
480 24<sup>th</sup> Avenue NW, Suite 244  
Norman, OK 73069

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 EST, Inc. have executed this Agreement.

DATED this \_\_\_\_\_ th day of \_\_\_\_\_, 2017.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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



EST, Inc.  
(CONSULTANT)

Signature 

Name MICHAEL VANBZADEGAN

Title President

Date 8-28-17

Attest:

  
Secretary

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
City Attorney

**ATTACHMENT "A",  
SCOPE OF SERVICES  
to  
AGREEMENT  
For  
ENGINEERING SERVICES**

**1 PROJECT SCOPE**

**1.1. PROJECT LOCATION**

The ENGINEER'S survey and design extents in conjunction with the project are anticipated to include approximately the following locations and extents:

1.1.1 Intersection Design of 36<sup>th</sup> Ave. NW and Crail Drive

36 <sup>th</sup> Avenue NW:	700 feet north from the intersection 50 feet wide both sides-widening and new signal placement 100 feet south from the intersection 50 feet wide both sides – new signal placement and ADA sidewalks
Crail Drive:	100 feet west from the intersection 30 feet wide both sides – new signal placement, ADA sidewalks and street return 100 feet east from the intersection 30 feet wide both sides – new signal placement, ADA sidewalks and street return

**1.2. SCOPE OF SERVICES**

The ENGINEER'S scope of services in conjunction with the project is anticipated to include the following:

Scope of Project

- 1.2.1 For improved safety, and traffic flow, the north leg of 36<sup>th</sup> Ave NW will be widened to accommodate a new southbound left turn lane into the commercial development to the east. Roadway modifications will be designed to provide adequate intersection capacity and safety, including sufficient storage and tapers for the southbound turn lane. A new fully actuated traffic signal will be provided at the intersection. Continuous ADA compliant (PROWAG) sidewalks will be provided along 36<sup>th</sup> Avenue NW. Wheelchair ramps and striped crosswalks will be provided at the intersection of 36<sup>th</sup> Avenue NW and Crail Drive in all directions. No modifications to Crail Drive or the commercial entrance is anticipated beyond connection of the north radii to the proposed widening on 36<sup>th</sup> Ave NW. Existing storm water inlets will be evaluated for the entire design extents and provide adequate drainage after the widening is complete. Project will remain open to through traffic during construction as well as maintaining access to adjacent properties at all times.



Scope of Design Phase

- 1.2.2 Review traffic impact study provided by the city.
- 1.2.3 Performance of a DETAILED TOPOGRAPHIC SURVEY to locate all adjacent property lines, fences, trees, utilities and other pertinent physical features. Survey data to include alignment ties to corners or monuments. All existing utility locations will be physically verified and uncovered. Right-of-Way staking is not included and can be completed as a supplemental agreement.
- 1.2.4 Pavement design will be based upon previous plans near the project extents.
- 1.2.5 Prepare a written analysis that includes design requirements (i.e., left turn lane storage, signal phasing, intersection layout, pavement design, etc.), all necessary calculations, and a detailed cost estimate. The design analysis must receive written approval from the City's Transportation Engineer before proceeding with the final plans and specifications.
- 1.2.6 Provide traffic signal design services. The services will include the preparation of the construction plans for the installation of a new traffic signal and provisions for signal interconnection using the provided information of the nearest R48 ground box from the City.
- 1.2.7 No additional right of way is anticipated. All right of way acquisition activities are not a part of this contract and may be included as a supplement to the contract if deemed necessary.
- 1.2.8 Furnish required plans and specifications to each utility company affected as necessary to coordinate the project construction and utility relocations. Request written approval from all utility companies as the accuracy of all facilities on the plans. Attend meetings, as needed, for the coordination of relocating utilities within the project limits to assist in design related issues only. Additional coordination activities not mentioned may be included as a supplement to the contract.
- 1.2.9 Preparation of preliminary plans (30%), right of way construction plans (65%) and final construction plans (95%), specifications, and bidding documents in accordance with ODOT for submission to State and Federal agencies for initial prosecution, construction, and for approval of Federal funding.
- 1.2.10 After completion of preliminary construction plans, if determined necessary, provide plans, specifications and bidding documents for relocation of the waterline or sanitary sewer. Due to not knowing the extent of the needed relocation at this time, completion of the design is not included in the contract and will be included as a supplement to the contract in the future.
- 1.2.11 Provide preliminary and detailed final construction cost estimates.

- 1.2.12 Attendance of all project related meetings with the ODOT and Federal Highway Administration and others during plan development. Prepare and distribute minutes of all meetings.
- 1.2.13 Provide assistance to the City during project construction and prepare as-built plans upon completion of the project, including computer-aided drawings on disk.
- 1.2.14 Meet with staff, City Council and/or others for project discussions, coordination, presentation, etc. as required.

**ATTACHMENT "B"**  
**to**  
**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**

**1 ANTICIPATED SCHEDULE**

**1.1.** Based upon the project scope (as described in Attachment "A"), the anticipated schedule for the project will be as follows:

<u>Project Submittals</u>	<u>Estimated Time to Complete</u>
Notice to Proceed	September 2017
Design Analysis	October 13, 2017
Preliminary Plans (30%) to City	December 1, 2017
Preliminary Plans (30%) to ODOT	15 days
Right of Way Plans (65%) to City	30 days
Right of Way Maps and Easements	30 days
Final Review Plans to City	60 days
Final Review Plans to ODOT	15 days
Final PS&E	30 days

If any portion of the project scope is adjusted the above schedule will need to be modified to allow for additional time. The submittals that require feedback from either the City or ODOT may require the adjustment of the schedule due to additional time to review the provided documents.

**2 PERIOD OF SERVICE**

- 2.1.** City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay Engineer for all the Services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation and Project schedule.
  
- 2.2.** Upon Written authorization from OWNER, ENGINEER shall proceed with the performance of services called for in Roadway and Signal Design Phase, shall submit preliminary design documents and opinion of probable Total Project Cost within one hundred twenty (120) calendar days.
  
- 2.3.** ENGINEER's services under the Roadway and Signal Design Phase shall be considered complete upon the submittal of as-builts to the City of Norman.

- 2.4. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment as approved by the City on the last prime contract to be completed and all as-built records have been approved and received. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 2.5. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 2.6. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall, on written demand to OWNER (but without termination of this Agreement), be paid as provided herein not to exceed the normal fee amount due for the services rendered to date. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment, subject to approval of an amendment by the City Council.

**ATTACHMENT "C"**  
**to**  
**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**

**1. PAYMENTS TO ENGINEER**

1.1 FOR SERVICES (as described in Attachment "A"), exclusive fees for services as a witness, the Engineer shall be paid a lump sum fee of fifty nine thousand nine hundred and thirty five dollars (\$59,935.00) to include design surveys, engineering design, preparation of plans and specifications. It is mutually agreed by the ENGINEER and the OWNER that an additional compensation shall be negotiated for any services required during Bidding and Construction Phase of the project if the project is not built with ODOT funds.

1.2 Times of Payment

1.2.1 ENGINEER shall submit monthly statements for services rendered. Compensation will be based on ENGINEER's estimate of the proportion of the total services actually completed at the time of billing and agreed upon by the City's Project Manager. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

1.2.2 OWNER shall, upon conclusion of each phase, pay such additional amount, if any, as may be necessary to bring total compensation paid on account for these phases of Basic Services. (The sum of payments shall not exceed the percentage of the total fee as set forth below for each phase):

<u>Phase</u>	<u>Percent of Total</u>
Survey	20
Design Analysis	35
Preliminary Plans	55
Right of Way Plans	65
Final Plans	90
Bidding by ODOT	95
Record Drawings	100

1.2.3 ENGINEER shall submit to ODOT all required drawings and specifications to achieve an ODOT bid letting. In addition engineer shall submit to OWNER, prior to commencement of the Bidding or Negotiating Phase, four (4) half size sets of drawings, and if requested supply to the OWNER all copies of drawings, specifications, and electronic media diskettes requested until submittal of "Record" drawings and a copy of those electronic media diskette. Prior to receiving final payment, the ENGINEER shall also submit to OWNER one (1)

half size set of reproducible original "Record" drawings and an electronic media diskette of "Record" drawings. The "Record" drawings shall represent any changes that occurred during construction. The ENGINEER shall obtain necessary information, including final surveys and meetings with ODOT's resident inspector, to document all changes that occurred during construction to allow him to prepare the "Record" drawings.

1.3 Man-hour Cost Summary

	Fee
<b>Land Surveying</b>	
Topographic Design Survey	\$6,640.00
Boundary and Control Survey	\$4,800.00
<b>Roadway and Signal Design Plans</b>	
Design Analysis	\$8,135.00
Roadway Plans	\$25,080.00
Signal, Signing and Striping Plans	\$15,280.00
<b>Total</b>	<b>\$59,935.00</b>

**ATTACHMENT "D"**  
**to**  
**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

1. 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 complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's service for the Project.
2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish one (1) copy of all design and construction standards which OWNER will require to be included in the Drawings and Specifications. The City's construction standards and specifications shall be incorporated by reference where appropriate.
3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services the following:
  - 4.1 data in the Owner's possession previously prepared by other, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
  - 4.2 appropriate professional interpretations of all of the foregoing;
  - 4.3 previous environmental assessment and impact statements in Owner's possession;
  - 4.4 zoning, deed and other land use restriction; and
  - 4.5 City standards and construction specifications as required.
5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, 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 ENGINEER.

7. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
8. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-performance in the work of any Contractor.