

AGREEMENT
FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and C.H. Guernsey & Company (ENGINEER);
WITNESSETH

WHEREAS, OWNER intends to construct the PROJECT consisting of replacement of approximately 3,600 linear feet (LF) waterline and associated appurtenances along Gray, Flood, Main and University; and

WHEREAS, OWNER requires survey, design and engineering services in connection with the PROJECT (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS) and data generated by OWNER's water distribution system model. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or

federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.

- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. 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 ENGINEER 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 OWNER at common law.
- 8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER 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, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

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. The non-performing party shall have fifteen (15) calendar days from the date 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 ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER 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.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and 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 ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after 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 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER:

Larry Roach, P.E.
C. H. Guernsey & Company
5555 North Grand Boulevard
Oklahoma City, OK 73112
405-416-8100
Larry.roach@guernsey.us

Ken Senour, CEP. QEP
C. H. Guernsey & Company
5555 North Grand Boulevard
Oklahoma City, OK 73112
405-416-8140
ken.senour@guernsey.us

OWNER:

Jim Speck, P.E.
Norman Utilities Authority (NUA)
201-C West Gray
P.O. Box 370
Norman OK 73070
405-366-5377
jim.speck@normanok.gov

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

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER 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 17 - 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 this AGREEMENT 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 18 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supercedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Schedule
Attachment B--Scope of Services
Attachment C--Compensation

ARTICLE 19 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 20 - NO THIRD PARTY BENEFICIARY

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 ENGINEER.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of 2015.

C.H. Guernsey & Company - ENGINEER

By:

Ken Semon

Title:

Sr. Vice President.....

ATTEST

Kyle E. Hurling
Asst. Secretary

Norman Utilities Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 2015.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of 2015.

ATTEST

By:

Title:

ATTACHMENT A

SCHEDULE

1. ENGINEER shall submit draft contract documents to the OWNER within 120calendar days following receipt of notice to proceed,
2. ENGINEER shall complete final contract documents and all other SERVICES necessary to allow the OWNER to advertise for bids within 60 calendar days following receipt of OWNER comments on the draft contract documents.
3. ENGINEER shall submit record drawings, based on marked-up drawings prepared by the Contractor, to the OWNER within 30 calendar days after acceptance of construction PROJECT by OWNER.

Failure of ENGINEER to comply with above schedule for various tasks or subtasks may result in OWNER's termination of this AGREEMENT.

ATTACHMENT B

SCOPE OF SERVICES

ENGINEER shall perform the following SERVICES under this AGREEMENT:

1. GENERAL DESIGN SERVICES

1.a. Draft Contract Documents: Prepare detailed contract documents including construction drawings, specifications and bidding documents. The construction drawings shall, at a minimum, include plan and profile sheets for all proposed waterlines and standard detail sheets adequate to convey the intent of the design. The construction drawings shall show all property lines, proposed easements, existing recorded easements and all structures, utilities and other appurtenances that may be affected by the construction. Drawings will reflect actual conditions to a distance of at least 10 feet beyond the existing or proposed easement(s) for the waterline alignment.

Prepare technical specifications to fully describe the intended work and convey the intent of the design. ENGINEER may also utilize City of Norman Standard Specifications and Construction Drawings (City Specifications). Prepare contract documents on a unit price basis. Supplemental specifications shall include a measurement and payment section in which each unit price bid item is fully described.

ENGINEER shall ensure that erosion prevention and stormwater runoff controls are included in the Contract Documents to prevent water quality degradation. ENGINEER will verify that the design complies with the most recent amendment of all applicable portions of Oklahoma Administrative Code.

Furnish 3 sets of the draft contract documents to the OWNER and 1 set to all utility companies affected by the PROJECT. Schedule and attend conference(s) with all affected utility companies to verify horizontal and vertical locations of their existing facilities as required.

1.b. Final Contract Documents: Incorporate modifications requested by the OWNER into the final contract documents including construction drawings, specifications, and bidding documents. Furnish 3 sets of the final contract documents to the OWNER. Prior to the advertisement for bids, provide additional contract documents and construction permit applications to appropriate Federal, State, and local agencies from which approval of the PROJECT must be obtained. Prepare engineering design report and necessary calculations to comply with ODEQ requirements. If necessary, incorporate modifications requested by permitting entities and obtain all required design approvals and permits prior to opening bids. The OWNER will be responsible for fees associated with the permitting process. Submit plans as required to all parties associated with PROJECT including OWNER, ODEQ, and private utility companies. ENGINEER shall make all OWNER requested changes to the final plans and re-submit to OWNER. All specifications used in this PROJECT will be submitted in a digital format acceptable to the OWNER.

1.c. Bidding Assistance: Prepare advertisement for bids and coordination publication of bidding notice with the OWNER. Distribute copies of the final contract documents to prospective bidders, material suppliers, and other interested parties. The OWNER will be responsible for advertisement costs.

Conduct pre-bid conference and, in conjunction with the OWNER, issue addenda in response to questions raised during the bidding process. Transmit addenda to all plan holders.

Conduct bid-opening proceedings, provide ENGINEER's estimate of probable construction cost and tabulate bid proposals. Analyze the bids received and the suitability of the low bidder to perform the work. Make written recommendation to OWNER for awarding construction contract(s).

2. CONSTRUCTION SERVICES:

- 2.a. Construction Management and Submittals: Upon award of the contract(s), furnish three (3) sets of the drawings, specifications and contract documents to the OWNER and three (3) sets to the PROJECT contractor for execution. Provide construction specifications to OWNER on electronic media.
- 2.b. Record Drawings: Provide one (1) set of reproducible record (as-built) drawings on mylar, two (2) sets of prints as well as the drawings on electronic media after completion of the PROJECT. Such drawings will be based upon construction records provided by the PROJECT contractor during construction and reviewed by the resident inspector.
3. **DETAILED SCOPE OF SERVICES:**

The OWNER desires to replace old, cast-iron waterlines in central Norman that have begun to experience an increasing number of leaks that require repair. The waterlines requiring replacement are as follows:

- Replace 1,350 ft. of 12-inch pipework on Main Street, from Park Drive to Flood Avenue
- Replace 380 ft. of 6-inch with 8-inch pipework on Flood Avenue, from Main Street to Gray Street
- Replace 1,390 ft. of 6-inch with 8-inch pipework on Gray Street, from Flood Avenue to University Boulevard
- Replace 470 ft. of 6-inch with 8-inch pipework on University Boulevard, from Gray Street to Main Street

Figure 1 shows the waterlines requiring replacement under this project. The OWNER has already replaced the section of waterline on Main Street from University Boulevard to Park Drive.



1: Map of Waterline Replacement

Figure

The waterlines are to be installed parallel to the existing lines within the existing right-of-way, and the existing lines abandoned in-place. The replacement waterline shall be PVC pipe conforming to AWWA C900.

1.0 PROJECT APPROACH

ENGINEER's approach to this project is to provide the following services:

- Develop engineering plans, specifications and bid documents
- Submit Engineering Report Form and Construction Permit Application to ODEQ
- Provide bid phase services
- Provide 'As-Built' drawings to OWNER on completion of construction

The OWNER will undertake construction management services (pay applications, submittals, change orders etc.).

2.0 SCOPE OF SERVICES

Based on the above project approach, ENGINEER proposes the following scope of services to perform the project.

TASK 1: KICK OFF MEETING AND SITE VISIT

Following receipt of a Notice to Proceed, ENGINEER will participate in a brief project kick-off meeting with OWNER staff. ENGINEER staff attending will include the project manager and staff civil engineer. The purpose of the meeting includes:

- Introduce ENGINEER project staff to OWNER staff
- Confirm project timeline and deliverables
- Obtain copies of existing waterline plans/atlas
- Obtain copies of plans/atlas of other OWNER utilities (sanitary sewer, storm water drain, etc.) and previous roadway improvement projects

Subsequent to the meeting, ENGINEER will walk the route of the waterlines to note the presence of waterline appurtenances (valves, fire hydrants etc.), OWNER and private utilities (gas, telecommunications etc.), and notable surface features. ENGINEER will also take photographs of the project site. Subsequent to the site visit, ENGINEER will prepare and distribute minutes of the meeting.

TASK 2: PERFORM TOPOGRAPHIC SURVEY

Following the site visit, ENGINEER will engage Lemke to undertake a topographic survey of the existing waterline alignment:

- Survey corridor from crown of the street to the apparent waterline right-of-way
- One-foot contour elevations, mapping all natural and manmade features
- Locate existing surface improvements and utility markings (as marked by OKIE locates)
- Pipe size, type, and depth of sanitary sewers and storm water drains crossing or running along the survey corridor
- Survey will be based upon Oklahoma State Plane – South coordinates

On receipt on the survey, ENGINEER will review the survey information for completeness against the photographs taken during Task 1 and determine potential utility clashes in paralleling the existing waterlines with new waterlines.

TASK 3: UTILITY AND PUBLIC COORDINATION

Following the performance of Task 2, ENGINEER will undertake on-going coordination with the OWNER and other utility owners to verify the depth, location and potential relocation of utilities that could conflict with the installation of the parallel waterlines.

ENGINEER will attend one small public meeting (arranged by the OWNER) with business owners impacted by the project to inform them of the upcoming project.

TASK 4: PRELIMINARY DESIGN

Using the topographic survey obtained in Task 2, ENGINEER will produce preliminary plan and profile sheets (at a scale of 1" = 40' horizontal and 1" = 4' vertical) and detail sheets. ENGINEER will liaise with OWNER staff through the production of preliminary plans to discuss any issues as they arise. At the point that the plans are 75% complete, ENGINEER will hold a plan review meeting with OWNER staff to review the drawings.

TASK 5: FINAL PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

ENGINEER will produce a project manual containing drawings, specifications, conditions of contract and bidding requirements. ENGINEER will incorporate OWNER comments from the 75% review in Task 4. The OWNER will review the project manual and provide comments to ENGINEER. ENGINEER will incorporate any comments into the final project manual, and submit to the OWNER for procurement.

ENGINEER will submit an Engineering Report Form and construction permit application to ODEQ for review and approval.

TASK 6: BIDDING

ENGINEER will assist in bid advertisement and attend a pre-bid meeting arranged by the OWNER. ENGINEER will respond to bidder's questions and issue an addendum if considered necessary by the OWNER. ENGINEER will also attend the bid-opening meeting, prepare a bid tabulation, and recommend an award of the construction contract.

TASK 7: AS-BUILT DRAWINGS

ENGINEER will take the contractor's mark-up set of drawings to prepare as-built drawings and submit them to the OWNER. ENGINEER proposes to submit a set of full-size pdf drawings on a CD plus one full-size paper set.

ATTACHMENT C

COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Task	Task Description	Lump Sum Amount
	Gray/Main Waterline Replacement	
1	Kick-Off Meeting and Site Visit	\$2,250
2	Perform Topographic Survey	\$11,680
3	Utility and Public Coordination	\$3,170
4	Preliminary Design	\$9,210
5	Final Plans, Specifications and Contract Documents	\$7,950
6	Bidding	\$4,390
7	As-Built Drawings	\$750
	Total	\$39,400

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RESERVED RESOURCE INSURANCE PO BOX 613617 WATERSOUND, FL 32461	CONTACT NAME: George J. Vogler PHONE (A/C, No. Ext): (850) 231-3242 E-MAIL: george.vogler@ae-always.com ADDRESS: george.vogler@ae-always.com FAX (A/C, No.): (850) 231-3273
INSURED C. H. Guernsey & Company 5555 North Grand Blvd. Oklahoma City, OK 73112-5507	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 20443

COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY	☐				EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMPIOP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO	☐				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐				EACH OCCURRENCE \$
	EXCESS LIAB	☐				AGGREGATE \$
	DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? ☐ Y/N	N/A				WC STATUTORY LIMITS OTH-ER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY AND POLLUTION INCIDENT COMBINED		AEH591884978	02/26/2015	02/26/2016	\$5,000,000 Per Claim (including defense cost) \$5,000,000 Aggregate (including defense cost)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Norman Utilities Authority (NUA)
P O Box 370

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Norman

OK 73070

AUTHORIZED REPRESENTATIVE

George J. Vogler



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	
PRODUCER Agar-Ford-Jarmon & Muldrow 3101 West Tecumseh Rd, #202 Norman, OK 73072	CONTACT NAME: Debbie Fillmore PHONE (A/C, No, Ext): (405) 321-2700 FAX (A/C, No): (405) 360-8892 E-MAIL ADDRESS:
INSURED C.H. Guernsey and Company 5555 North Grand Blvd. Oklahoma City, OK 73112-5507	INSURER(S) AFFORDING COVERAGE
	INSURER A : Travelers Indemnity Co. NAIC # 25658
	INSURER B : Charter Oak Fire Insurance Co 25615
	INSURER C : Travelers Property Casualty Co of America 25674
	INSURER D : INSURER E : INSURER F :

COVERAGES			CERTIFICATE NUMBER:		REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	X	COMMERCIAL GENERAL LIABILITY	X	6301A218092	06/01/2014	06/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
		CLAIMS-MADE					X	OCUR	\$ 100,000	
									\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									
	X	POLICY					PRO-JECT	LOC	\$ 1,000,000	
		OTHER:					\$ 2,000,000			
	AUTOMOBILE LIABILITY									
B	X	ANY AUTO ALL OWNED AUTOS		BA1A21809214	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
		SCHEDULED AUTOS					BODILY INJURY (Per person)	\$		
	X	HIRE AUTOS	X				BODILY INJURY (Per accident)	\$		
		NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
							\$			
C	X	UMBRELLA LIAB	X	CUP1A218092	06/01/2014	06/01/2015	EACH OCCURRENCE	\$ 10,000,000		
		EXCESS LIAB					AGGREGATE	\$ 10,000,000		
		DED	X				RETENTION \$ 10,000	\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1A218092	06/01/2014	06/01/2015	X	PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in Nh)						E.L. EACH ACCIDENT	\$ 500,000		
	If yes, describe under		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000		
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000		
A	Valuable Papers			6301A218092	06/01/2014	06/01/2015	Ded \$2,500		1,000,000	

OWNER: Norman Utilities Authority Certificate holder and owner are additional insured and waiver of subrogation applies as respects GL, as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Norman Utilities Authority (NUA) P O Box 370 Norman, OK 73070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE