

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. OWNER intends to review and analyze monitoring data generated during Years 1-5 of the City of Norman's Lake Thunderbird TMDL program, determine compliance with TMDL's load reduction requirements, identify potential changes to the City of Norman's TMDL Compliance and Monitoring Plans, and update both plans and the associated Quality Assurance Project Plan as necessary (the Project); and,
2. OWNER requires certain professional 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 _____, 20__.

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 agrees to defend, indemnify, and hold harmless the OWNER, 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 CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, 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 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 CONSULTANT 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 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 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 - RECORDS

CONSULTANT agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by CONSULTANT as part of the scope of services ("documents and materials") shall be the exclusive property of OWNER and shall, upon completion of the services or termination of this Agreement, be delivered to OWNER.

At OWNER's request, OWNER shall be entitled to immediate possession of, and CONSULTANT shall furnish to OWNER within ten days, all of the documents and materials. CONSULTANT may retain copies of these documents and materials.

Any substantive modification of the documents and materials by OWNER staff or any use of the completed documents and materials for other OWNER projects, or any use of uncompleted documents and materials, without the written consent of CONSULTANT, shall be at OWNER's sole risk and without liability or legal exposure to CONSULTANT. OWNER agrees to hold CONSULTANT harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless CONSULTANT consents in writing to such reuse.

CONSULTANT agrees that OWNER or its auditors shall have access to and the right to audit and reproduce any of CONSULTANT's relevant records to ensure that OWNER is receiving all

services to which OWNER is entitled under this Agreement or for other purposes relating to the Agreement. CONSULTANT shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by OWNER. CONSULTANT agrees to maintain all such records in OWNER or to promptly reimburse OWNER for all reasonable costs incurred in conducting the audit at a location other than in OWNER, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

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, and any intellectual property rights attaching thereto, shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use for the purposes of its work pursuant to this AGREEMENT. CONSULTANT shall further retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property, and to any intellectual property developed, utilized, or modified in the performance of the Services, which intellectual property rights are identifiably separate from those transferred to OWNER hereunder.

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:

Carrie Evenson, Ph.D., P.E., CFM
Stormwater Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

Freese and Nichols, Inc.:

Tricia H. Hatley, P.E.
Vice President
6303 N. Portland Avenue, Suite 100
Oklahoma City, OK 73112

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 – FAIR EMPLOYMENT PRACTICES

CONSULTANT agrees that all persons employed by CONSULTANT shall be treated equally by CONSULTANT without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and OWNER.

CONSULTANT agrees that, during the performance of this Agreement, CONSULTANT and any other parties with whom CONSULTANT may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONSULTANT agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONSULTANT shall provide OWNER staff with access to and, upon request by OWNER, provide copies to OWNER of all of CONSULTANT's records pertaining or relating to CONSULTANT's employment practices, to the extent such records are not confidential or privileged under State or federal law.

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 – FORCE MAJEURE

CONSULTANT and OWNER agree that neither OWNER nor CONSULTANT shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

ARTICLE 25 – TIME OF ESSENCE

CONSULTANT and OWNER agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

ARTICLE 26 - 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, Inc. have executed this Agreement.

DATED this ___th day of _____, 20__.

The City of Norman
(OWNER)

Signature _____

Name _____

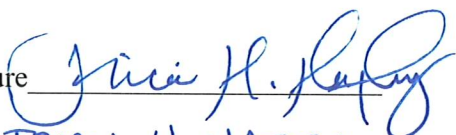
Title _____

Date _____

Attest:

City Clerk

Freese and Nichols, Inc.

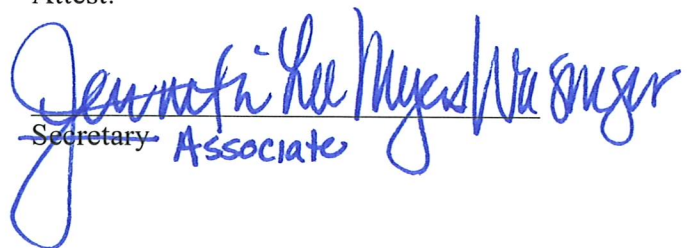
Signature 

Name TRICIA H. HATLEY

Title VICE PRESIDENT

Date 9-18-2020

Attest:


~~Secretary~~ Associate

City of Norman
Contract No. K-2021-39

Approved as to form and legality this ____ day of _____ 20__.

City Attorney

ATTACHMENT A SCOPE OF SERVICES

PROJECT UNDERSTANDING

In November 2013, the ODEQ established a TMDL for Lake Thunderbird, which established waste load allocations (WLA) within the watershed for total suspended solids, total nitrogen and total phosphorus. The TMDL required the Cities of Norman (OWNER), Oklahoma City and Moore to each develop and implement Compliance and Monitoring Plans stating how they will meet the requirements. This project is intended to be reflective of the steps that the OWNER is taking to reduce stormwater pollution in the watershed and meet the WLAs. The Compliance Plan outlines the processes and procedures adopted by OWNER to reduce stormwater pollution in the watershed and meet the load reduction requirements in the TMDL. The Monitoring Plan outlines the processes and procedures adopted by OWNER to quantify the amount of pollutants in stormwater runoff and evaluate the effectiveness of best management practices (BMPs) deployed to reach its compliance goals.

From 2016 to 2020, OWNER implemented regular monitoring for total suspended solids, total nitrogen, and total phosphorus as well as flow data at up to 10 designated TMDL monitoring stations and up to 14 major outfalls to determine a baseline of nutrient loading from within the City of Norman's portion of the watershed to Lake Thunderbird. CONSULTANT will provide data analysis and water quality modeling services outlined below to assist OWNER with the review of monitoring data obtained during the first 5-year cycle to determine if compliance efforts and BMPs established in the first 5 years have met load reduction requirements as well as identify potential changes and update the TMDL Compliance and Monitoring Plans.

Task A. Project Management

CONSULTANT will use the following tools to facilitate effective communication throughout the project: monthly one-page progress reports (including lessons learned and other information to share during quarterly Lake Thunderbird Watershed Partnership meetings), periodic project progress meetings, and stakeholder meetings, as needed, for critical project milestones. It is assumed that up to two project progress meetings and up to two stakeholder meetings will be held with OWNER during this project. Meetings will be held virtually and/or in-person as OWNER prefers.

Task B. TMDL Monitoring Data Analysis

CONSULTANT will gather, review and analyze monitoring data generated during Years 1 through 5 of OWNER of Norman's Lake Thunderbird TMDL monitoring program.

1. CONSULTANT will compare current sampling procedures against those contained both in the Quality Assurance Project Plan (QAPP) and Monitoring and Compliance Plans to ensure data usability and plan accuracy.
2. CONSULTANT will conduct a comparative and statistical trend analysis of the water quality data collected during Years 1 through 5 at the 10 designated TMDL monitoring stations and major outfalls from OWNER's monthly dataset.

3. CONSULTANT will evaluate the effectiveness of OWNER's monitoring stations to represent the subwatersheds within the Lake Thunderbird watershed.
4. CONSULTANT will calculate waste load allocations using maximum daily load. Mass loading estimates will be developed for each station using the flow data and the tested total suspended solids, total nitrogen, and total phosphorus results. Flow rates at the monitoring stations will be based on recorded flow data or estimated based on the records of the nearest USGS gauge to consider the effects of any diversions and discharges between the stations.
5. CONSULTANT will review and update existing water quality models to verify assumptions made in the original TMDL, identify total suspended solids, total nitrogen, and total phosphorus demand derived from stormwater runoff, and determine the effectiveness of initial BMPs established to meet TMDL load reduction requirements. If the incorporation of recent monitoring data allows for better modeling of the watershed, CONSULTANT will assist OWNER in discussions with the Department of Environmental Quality (DEQ) to adjust TMDL modeling to more accurately reflect system conditions.
6. CONSULTANT will coordinate with the Cities of Oklahoma City and Moore to compare data evaluations and modeling methods to maintain consistency across the Lake Thunderbird Watershed Partnership entities.
7. CONSULTANT will use the first 5 years of monitoring as well as model data to determine if particular "hot spots" are present where installation of BMPs could significantly reduce the total pollutant loading within the watershed for OWNER.

Task C. Water Quality Control Measure Recommendations

CONSULTANT will recommend structural and non-structural water quality controls to implement in the next 5-year cycle to further enhance load reduction within the watershed, as needed.

1. CONSULTANT will work with OWNER to evaluate and determine which additional water quality controls will provide cost-effective solutions to further reduce load allocations, as necessary. CONSULTANT will evaluate additional structural or non-structural water quality control BMPs that may be effective means to reduce pollutant loading within the watershed. These additional BMPs or water quality controls may include identification of key areas, subwatersheds, or critical land uses where increased control is necessary, stormwater quality control facilities to enhance the existing MS4 stormwater collection system, and stormwater quality management practices, such as construction inspections and enforcement and monitoring, that can further limit the increase in future pollutant loads to the system.
2. CONSULTANT will prepare a technical memorandum that outlines additional water quality control measure recommendations at a conceptual level. Recommendations will include detailed location, cost, and phasing information for each water quality control BMP and maintain consistency with the Engineering Design Criteria Manual.

3. CONSULTANT will hold a workshop with OWNER and its stakeholders to evaluate structural and non-structural BMPs implemented in the first 5 years as well as recommendations for the next 5-year cycle.

Task D. TMDL Compliance Plan, Monitoring Plan, and QAPP Updates

CONSULTANT will work with OWNER to make any necessary modifications to the TMDL Compliance and Monitoring Plans and QAPP to minimize impacts to the ongoing monitoring program.

1. CONSULTANT will identify potential changes to the TMDL Compliance Plan, dated July 15, 2016, TMDL Monitoring Plan, dated April 7, 2016, and QAPP based on the review and analysis of the first 5 years of monitoring data and recommended/selected stormwater quality controls to be implemented by OWNER in the next 5-year cycle. CONSULTANT will coordinate with OWNER and Oklahoma Water Resources Board to discuss any proposed changes to the monitoring program procedures, including adding, removing or otherwise changing monitoring site locations.
2. CONSULTANT will review and revise the TMDL Compliance and Monitoring Plans and QAPP for usability and accessibility.

Task E. DEQ Reporting and Regulatory Compliance

CONSULTANT will draft a report for submission to DEQ summarizing progress toward TMDL compliance and progress toward achieving the waste load allocations and load reduction goals.

1. CONSULTANT will prepare a draft compliance evaluation report to submit to the DEQ and will include the following components:
 - Status of OWNER's compliance with permit conditions
 - Assessment of the appropriateness of the identified stormwater quality control BMPs
 - Progress towards achieving the TMDL goal reductions in pollutants
 - Data collected and analyzed during the reporting period
 - Summary of the stormwater quality control BMPs OWNER plans to implement during the next reporting 5-year cycle including schedule for implementation
 - Notification of any changes or updates to the TMDL Compliance Plan, Monitoring Plan, and QAPP
2. CONSULTANT will update and finalize the compliance evaluation report per OWNER's comments.
3. CONSULTANT will prepare a draft compliance evaluation report template to be used by OWNER for future TMDL compliance reporting to DEQ.

**ATTACHMENT B
 SCHEDULE**

Initial data review and analysis will be conducted by December 1, 2020 to provide the City with preliminary recommendations for modifications to the City’s existing monitoring program (monitoring station locations, hydrograph stations, data reporting, etc.) by January 1, 2021.

KEY TASK AND MEETING DESCRIPTIONS	2021											
	J	F	M	A	M	J	J	A	S	O	N	D
TMDL Monitoring Data Analysis <i>Anticipate City workshop in May 2021</i>												
TMDL Compliance Plan, Monitoring Plan, and QAPP Updates												
ODEQ Reporting and Regulatory Compliance <i>Anticipated as October 31, 2021 at end of annual permit monitoring cycle</i>												

The Compliance Evaluation Report will be developed as part of the annual Municipal Separate Storm Sewer System (MS4) report and prepared for the City to submit to the Oklahoma Department of Environmental Quality (DEQ) by **October 31, 2021**.

**ATTACHMENT C
COMPENSATION**

SCHEDULE OF CHARGES

TASK DESCRIPTION	TOTAL EFFORT
Task A. Project Management	\$ 28,120
Task B. TMDL Data Analysis	\$ 83,600
Task C. Water Quality Control Measure Recs	\$ 57,440
Task D. TMDL Plan Updates	\$ 25,660
Task E. ODEQ Reporting	\$ 12,340
TOTAL NOT TO EXCEED FEE	\$ 207,160

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

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. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Bear all costs incident to compliance with the requirements of this Attachment D.
- J. Notify CONSULTANT in writing of the request to perform additional services at the added cost to the overall contract.