

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Poe and Associates (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to construct the PROJECT consisting of replacement of approximately 10,600 linear feet (LF) 24-inch waterline and associated appurtenances from Chautauqua & Lindsey to Jenkins & Highway 9; 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: Richard Grotte, P.E.
Poe and Associates
1601 NW Expressway, Suite 400
Oklahoma City, OK 73118
405-949-1962
Richard.grotte@poeandassociates.com

OWNER: Chris Mattingly, P.E.
Norman Utilities Authority (NUA)
201-C West Gray
P.O. Box 370
Norman OK 73070
405-217-7778
Chris.mattingly@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 supersedes 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 19 day of January 20 17.

Poe & Associates, Inc. - ENGINEER

By: J. R. Prueppel
Title: Vice President

ATTEST

Shanda C. Hoste, CPM
Financial Manager

Norman Utilities Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 20_____.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____,
20_____.

ATTEST

By: _____
Title: _____

ATTACHMENT A

SCHEDULE

1. ENGINEER shall submit draft contract documents to the OWNER within 150 calendar 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 PRELIMINARY DESIGN SERVICES

1a Preliminary Investigation: The ENGINEER will make a preliminary investigations, which shall include a topographical survey of the project, layout of any existing, proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements and site drainage, as appropriate, any and/or all of which might affect the construction of the project.

1b Preliminary Design Meetings: The ENGINEER will, in addition to regular meetings with OWNER staff, schedule, attend and make presentations at one public meeting with affected property owners prior to final issuance of the preliminary design report for PROJECT.

1c Preliminary Design Report: The ENGINEER will prepare a preliminary design report (based on preliminary field investigation) accomplishing the work described below:

Prepare a written design analysis including design requirements and necessary supporting calculations. The design analysis will recommend the construction techniques to be used in the final design, placing high priority on those techniques minimizing need for additional permanent easement and reducing the amount of disruption to surrounding residents and businesses. If needed to obtain proper grades or reduce overall footage of water construction, ENGINEER may suggest water realignments to reduce PROJECT cost or improve design. Perform cost effective analysis to justify suggested realignments and accomplish the objectives of the PROJECT. OWNER staff must approve the preliminary design report prior to proceeding with the final plans and specifications. The final design will be based on the interceptor improvements selected by the OWNER.

1d Easement Documents: The ENGINEER will prepare easement documents from construction plans. These documents will include legal descriptions and plot plans. Right-of-way staking, if necessary, shall include the staking of each parcel for easement acquisition purposes.

2 FINAL DESIGN SERVICES

2a Design Survey: Perform topographic design survey along the route of the PROJECT in sufficient detail to permit the improvements to occur. Said survey shall locate all adjacent structures, underground and above ground public and private utilities, water meter services on private property, roadways, driveways, fences, trees, shrubs, other pertinent physical features and detailed surface topography. The survey shall extend at least 15 feet on either side of the proposed water line improvements. It is expected that the proposed water line will be constructed along Chautauqua from Lindsey to Jenkins & Highway 9 .

2b Design Meetings: The ENGINEER will, in addition to regular meetings with OWNER staff, schedule, attend and make presentations at one public meeting with affected property owners prior to final issuance of the Draft Plans & Contract Documents for PROJECT.

2c 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 utilities and standard detail sheets adequate to convey the intent of the design. The construction drawings shall show all property lines, right-of-way, 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 15 feet on either side of the proposed water line.

Prepare technical specifications to fully describe the intended work and convey the intent of the design. ENGINEER may utilize City of Norman Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. For all items not adequately covered in the City Specifications, the ENGINEER will provide supplemental specifications and drawings. Ensure that erosion prevention and stormwater runoff controls are included to prevent water quality degradation. All specifications used in this PROJECT will be submitted in a digital format acceptable to the OWNER.

ENGINEER will ensure that the design complies with the most recent amendment of all applicable portions of Oklahoma Administrative Code.

Prepare contract documents for the proposed work on a unit price basis. Supplemental specifications shall include a measurement and payment description. Each unit price bid item will be fully described in this section. Bid documents will likely be prepared to allow differing construction techniques such as open trench, boring and jacking, or directional boring. Additive alternates may also be included to maintain PROJECT budget. OWNER may include incentives for early completion of PROJECT. If requested by OWNER, ENGINEER shall incorporate additional information as required to accomplish this task.

Furnish 4 sets of the draft drawings, specifications and bidding documents to the OWNER. In addition, furnish additional sets 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. Revise documents as necessary to reflect utility company and OWNER comments. Obtain written approval from all affected utility companies as to correctness of existing facilities and proposed relocations shown on the revised plans.

2d 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 drawings, specifications and bidding documents to the OWNER. Prior to the advertisement for bids, provide 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. Provide updated construction cost estimate. 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. Ensure that all necessary ROW is obtained prior to award of any construction contract(s). 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.

2e 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. Make an analysis of the bids received and the suitability of the low bidder to perform the work. Make written recommendation to OWNER for awarding construction contract(s).

2f Project Management: During the design process submit monthly progress reports, due no later than five working days after the end of the preceding month. Attend any required conferences with the OWNER or any other affected party.

3 CONSTRUCTION SERVICES:

3a Construction Management: Provide general engineering review of the work as construction progresses to ascertain that the PROJECT is conforming to the design concept. Submit monthly progress reports, including minutes of monthly progress meeting, due no later than five working days after the end of the preceding month.

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.

Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences. Attend monthly progress meetings at City Hall with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER.

Interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the PROJECT contractor(s). On a timely basis, prepare and recommend necessary contract change orders for consideration by the OWNER.

Review the contractor's application for progress payments and, when approved, submit to the OWNER for payment. Prior to submitting the final pay estimate, submit a written statement of completion with recommendation that the OWNER accept the improvements.

Perform interim and "pre-final" inspections of the completed work. Develop a punch list of items required and forward it to the PROJECT contractor and OWNER. Issue statement of substantial construction completion and submit a written certification to the OWNER.

3b Submittals: Ensure that the PROJECT contractor provides appropriate submittals and obtains approval prior to incorporation into the work. Perform timely review all submittals or shop drawings delivered by the PROJECT contractor for conformance with the contract documents. Provide written conformation to the OWNER that each approved submittal conforms to all applicable specifications.

3c 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 diskettes 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. Final project as-built data shall be submitted in digital format as CAD files, as well as ESRI ArcGIS 10.3 compatible data layers to ease in incorporating this data into the City's GIS. As an alternate to GIS data layers, contractor may provide all waterline point X,Y locations in a spreadsheet for the City to use in mapping the data. All spatial data will be free of slivers or overlapping polygons, and must maintain topological integrity.

Install 10,600 ft. of 24-inch water line south from Chautauqua and Lindsey to Jenkins and Highway 9. The replacement waterline shall be PVC pipe conforming to AWWA C900

Figure 1 shows potential routes and final route will be selected with input from both NUA staff and OU personnel.

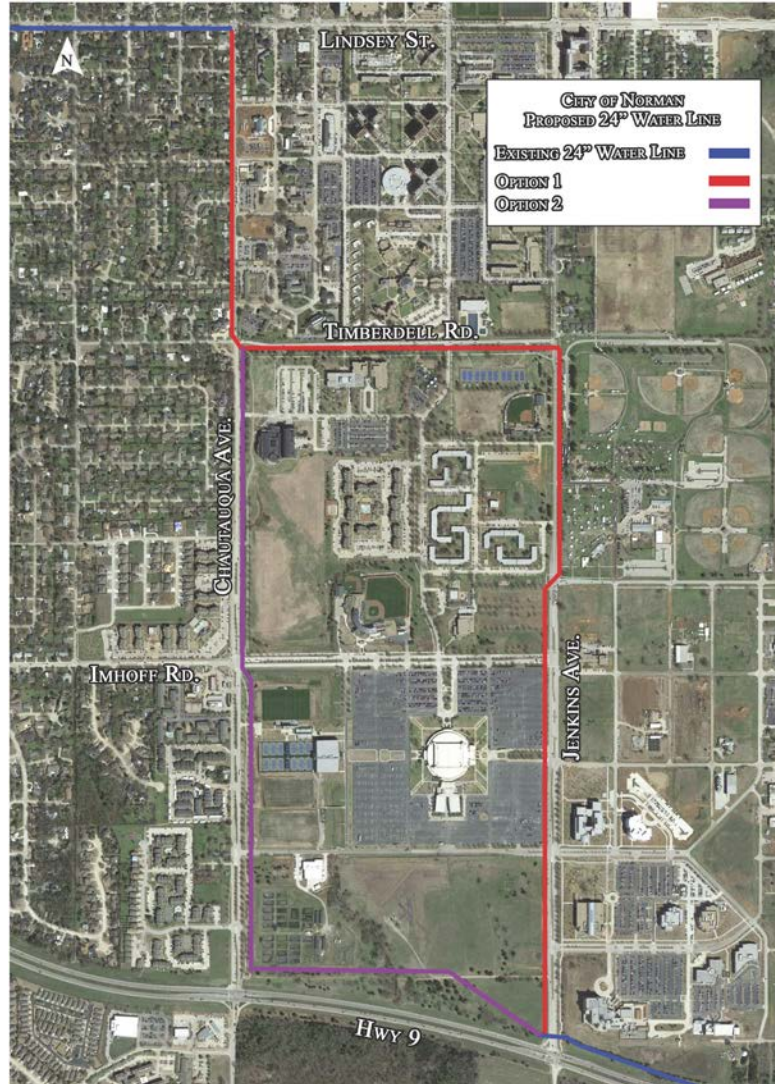


Figure 1: Map of Waterline Replacement

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
Preliminary Design Report Services		
1a	Preliminary Investigation	\$8,500.00
1b	Preliminary Design Meetings	\$ 2,000.00
1c	Preliminary Design Report	\$ 10,000.00
1d	Easement Documents	\$12,000.00
1	Preliminary Design Subtotal	\$ 32,500.00
Final Design Services		
2a	Design Survey	\$44,500.00
2b	Final Design Meetings	\$ 2,000.00
2c	Draft Plans & Contract Documents	\$27,500.00
2d	Final Plans & Contract Documents	\$50,000.00
2e	Bidding Assistance(base on one project)	\$5,000.00
2f	Project Management	\$2,000.00
2	Final Design Subtotal	\$131,000.00
Construction Services		
3a	Construction Management (base on one project)	\$25,000.00
3b	Submittals	\$1,500.00
3c	Record Drawings	\$4,000.00
3	Construction Services Subtotal	\$30,500.00
Total		\$194,000.00

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.