

AGREEMENT  
FOR  
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Garver, LLC, (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to install approximately 16,400 feet of groundwater transmission lines located generally on Franklin Road between 24<sup>th</sup> Avenue NE and 60<sup>th</sup> Avenue NE, and on 60<sup>th</sup> Avenue NE between Franklin Road and Indian Hills Road to connect three new groundwater wells to the existing groundwater supply network. This PROJECT will be identified as the Norman Well Lines as further described in Attachment B.

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 the date last executed below.

**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 defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all third party tort claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, 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) 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.
- 8.6 Notwithstanding any provision to the contrary herein, ENGINEER'S (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the agreement shall be limited to 100% of the fees contained within the work order giving rise to liability regardless of the cause or action (including negligence).

#### **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 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 material 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: Mary Elizabeth Mach, PE  
Garver, LLC  
1016 24<sup>th</sup> Avenue NW  
Norman OK 73069  
405-329-2555  
MEMach@GarverUSA.com

OWNER: Chris Mattingly, P.E.  
Norman Utilities Authority  
201-C West Gray, 73069  
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**

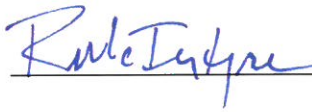
OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives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

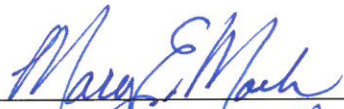
IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Garver, LLC – ENGINEER**

ATTEST

By:   
Title: Vice President

  
Sr. Project Manager

**Norman Utilities Authority- OWNER**

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## **ATTACHMENT A**

### **SCHEDULE**

ENGINEER shall commence work under this AGREEMENT within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below.

ENGINEER shall complete and submit 60% plans and specifications to the OWNER within One Hundred and Twenty (120) calendar days following receipt of approval of the Conceptual Layout TM from the OWNER.

ENGINEER shall complete and submit 90% plans and specifications to the OWNER within Sixty (60) calendar days following receipt of 60% comments from the OWNER.

ENGINEER shall complete Design Services and submit final plans and specifications to the OWNER within Fourteen (14) calendar days following receipt of 90% comments from the OWNER.

ENGINEER shall provide Bidding Services to the OWNER upon OWNER request.

ENGINEER shall provide Construction Services to the OWNER following successful bidding and award of the PROJECT.

ENGINEER shall submit as-built drawings to the OWNER within Thirty (30) calendar days after acceptance of construction PROJECT by OWNER.

## **ATTACHMENT B**

### **SCOPE OF SERVICES**

The scope of services includes surveying, design, preparation of construction documents, bidding services, and construction phase services for the construction of new wellfield waterlines to connect new wells to the existing groundwater collection system.

#### **1.0 BACKGROUND**

The actual layout and routes of the well lines to connect individual wells to the system will be determined at the conceptual design phase, but generally the scope of services is based upon the installation of approximately 3.10 miles of collection lines (Exhibit A), based on the following high concept routes:

- From the proposed Meyer well site, south along 60<sup>th</sup> Avenue NE to a proposed line on Franklin Road (0.9 miles of 12-inch PVC pipe), including one (1) trenchless crossing of Little River; an aerial crossing is not included in this work.
- From the intersection of Franklin Road and 60<sup>th</sup> Avenue NE, west along Franklin Road to Well No. 37, to pick up flows from the proposed Jaime and Argo well sites on Franklin Road (2.2 miles of 12-inch PVC pipe) to tie into the existing well line immediately east of Well 37, on the east bank of the Little River. Up to three (3) bored section line road crossings are anticipated.

ENGINEER shall perform the following BASIC SERVICES under this AGREEMENT.

#### **2.0 BASIC SERVICES**

##### **ACTIVITY A – PROJECT COORDINATION**

ENGINEER will provide project management for all project tasks. Project management will include, but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work within defined schedule; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

- a. ENGINEER will coordinate design efforts on project tasks identified below.
- b. ENGINEER shall prepare a brief project update and common monthly invoice for all engineering services.

##### **Deliverables**

- a. Monthly invoices with project update.
- b. Design schedule

##### **ACTIVITY B – WATER LINE DESIGN**

###### **Task 1 – Conceptual Layout Technical Memorandum**

ENGINEER will prepare a Conceptual Layout Technical Memorandum (TM) that includes conceptual routes for the wellfield waterlines. The route options will take into account the potential requirement to blend water from specific wells with marginal water quality with water from existing wells to meet water quality requirements.

In undertaking Conceptual Design, ENGINEER will:

- a. Arrange and conduct a Project Kick-Off Meeting with OWNER to:
  1. Introduce project staff to the OWNER and establish lines of communication.
  2. Confirm project goals and objectives, timescale, deliverables etc.
  3. Discuss potential conceptual alignment options. The scope assumes that alignment options will be limited to section line roads.

4. ENGINEER will provide minutes from the meeting.
- b. Prepare and present the alignment option to the OWNER for comment, and revise if necessary.
- c. Submit a draft Layout to the OWNER for review. Revise the TM upon receipt of OWNER comments and prepare a final Conceptual Layout TM.

ENGINEER will proceed with Survey and Preliminary Design after OWNER approves the Conceptual Layout TM in writing.

#### **Task 2 – 60% Water Line Design**

Upon receipt of written approval from OWNER on the Conceptual Layout TM, ENGINEER will begin Preliminary Design. The preliminary design phase will represent approximately 60% of final construction plans.

The Preliminary Design will include the following:

- a. 60% Preliminary Design utilizing topographic survey to prepare construction plans for one (1) construction contract.
- b. The preliminary design phase submittal will include plan & profile sheets, OWNER's Standard Details, estimated quantities, and an opinion of probable construction cost (OPCC). The anticipated OPCC accuracy for this level of design is in the range -15 percent to +20 percent, and will include contractor overhead and profit, and contingency.
- c. Upon OWNER acceptance of the Preliminary Design, ENGINEER will furnish plans to known utility owner's potentially affected by the project. ENGINEER and OWNER shall conduct coordination meetings with the known affected utility owner's to enable them to coordinate efforts for any necessary utility relocations. ENGINEER will include the surveyed locations of the observable marked utilities in the construction plans. ENGINEER will also include proposed and/or relocated utility information in the final plans as provided by the utility companies.

Upon submission of the Preliminary Design to OWNER, ENGINEER will conduct a preliminary design review meeting with the OWNER. ENGINEER will provide minutes from the meeting that will include review comments from the OWNER. ENGINEER will incorporate comments from the OWNER on the Preliminary Design in the Final Design. ENGINEER will proceed with Final Design after the Preliminary Design is approved by the OWNER in writing.

#### **Task 5 – 90% Water Line Design**

Once written approval from OWNER on Preliminary Design is received, ENGINEER will begin Draft Final Design. During the draft final design phase of the project, ENGINEER will conduct draft final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and OPCC. ENGINEER will also make a final field review with the OWNER, make needed plan changes as a result of the final field review and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids. Upon submission of the draft final design, ENGINEER will conduct a final design review meeting with the OWNER. ENGINEER will provide minutes from the meeting that will include review comments from the OWNER and notes from the field visit.

The Draft Final Design will include the following:

- a. Draft final drawings, specifications, and contract documents indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR. The draft final design will represent approximately 90% of final construction plans, specifications, and contract documents. OWNER's "front end" specifications will be utilized in the contract documents by ENGINEER.
- b. If directed by OWNER, alternate bids may be included in the bid documents.



- c. Storm Water Pollution Prevention Plan (SWPPP) required for the project for use by the CONTRACTOR during construction. ENGINEER will prepare standard details for proposed SWPPP improvements that the CONTRACTOR must use during construction. CONTRACTOR will be responsible for filing the SWPPP with appropriate regulatory agencies.
- d. A revised OPCC, based on the information contained in the Final Design, will be provided that shall include CONTRACTOR overhead and profit, and contingency. The OPCC will be based on unit prices included in the bid documents. The developed costs include material procurement and construction. The expected range of accuracy for this type of estimate is -10 to +10% of the actual project estimate.

### **Task 6 – Final Water Line Design**

Final comments will be incorporated into the construction documents and submitted to ODEQ for review. Comments received by ODEQ will be addressed and incorporated into the construction documents and the project will then be ready for advertisement for bid.

ENGINEER will furnish one (1) submittal package to the Oklahoma Department of Environmental Quality (ODEQ) for permitting, which will include the following:

- a. ODEQ Engineering Report Form and Application for Permit to Construct.
- b. Three (3) copies Final Construction Documents.

Upon receipt of comments from ODEQ, ENGINEER will provide a revised submittal package. Permit fees will be paid directly by the OWNER.

### **Deliverables**

- a. Minutes of the Project Kick-Off meeting.
- b. Three (3) copies of the Conceptual Layout TM.
- c. Three (3) copies of half-size (11" x 17") copy of the 60% Design with OPCC.
- d. Minutes of the Preliminary Design review meeting.
- e. One (1) half-size (11" x 17") copy of the 60% Design Plans to each potentially affected utility company.
- f. Minutes of utility coordination meetings.
- g. Three (3) half-size (11" x 17") copies of the 90% Draft Final Design with specifications and OPCC to OWNER.
- h. Minutes of the Final Design review meeting.
- i. Three (3) half-size (11" x 17") copies of the Final Design to OWNER and three (3) copies of the same to ODEQ.
- j. One (1) half-size (11" x 17") copy of the Final Plans to each potentially affected utility company.
- k. Electronic files as requested.

## **ACTIVITY C - BID PHASE SERVICES**

### **Task 1 – Pre-Bid Activities**

ENGINEER will assist with advertisement and bidding for the project, including:

- a. Prepare advertisement for the project. OWNER will pay for advertisement costs. Submittal of the advertisement for legal publication will be the responsibility of the OWNER.
- b. Dispense construction contract documents to planholders, material suppliers, and plan houses utilizing ENGINEER's online plan room at the approximate cost of the reproduction.
- c. Coordinate, facilitate (including agenda), and conduct a pre-bid conference. ENGINEER will provide minutes from the meeting.
- d. Issue addenda as appropriate to clarify, correct, or change the bidding documents.

**Task 2 – Post-Bid Activities**

- a. Attend the Bid opening, prepare Bid tabulation sheets, assist OWNER in evaluating Bids, bidder qualifications, and make a recommendation for award.
  1. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents
- b. Evaluate and determine the acceptability of substitute materials and equipment proposed by bidders.
- c. Prepare conformed contract documents.

**Deliverables**

- a. Three (3) copies of the Conformed Plans and Specifications to both the CONTRACTOR and OWNER.
- b. Electronic files as requested.

**ACTIVITY D - CONSTRUCTION PHASE SERVICES**

Following OWNER award of a contract to a bidder, ENGINEER will provide construction phase services, including:

**Task 1 - Pre-Construction Conference**

- a. Conduct a preconstruction meeting. ENGINEER will provide minutes from the meeting.

**Task 2 - Construction Administration**

- a. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by ENGINEER on the shop drawings during this review will not relieve CONTRACTOR from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. ENGINEER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When the Contract Documents require certification of performance characteristics of materials, systems, or equipment, either directly or implied, for a complete and workable system, ENGINEER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- b. ENGINEER is not performing construction observation and will solely rely on observation information provided by OWNER.
- c. Issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- d. Prepare and furnish record drawings based upon a set of redline marked up construction drawings maintained by the CONTRACTOR and verified by the OWNER during construction observation.
- e. When authorized by the OWNER, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the OWNER will pay ENGINEER an additional fee agreed upon by the OWNER and ENGINEER.
- f. Participate in final project inspection, prepare punch list, review final project closing documents, and approve final pay request.

**Deliverables**

- a. One (1) hard copy set of Record Drawings.
- b. Electronic files as requested.

**ACTIVITY E – ENGINEERING ALLOWANCES****Task 1 – Topographic Survey**

ENGINEER will subcontract with a local land surveying consultant to provide field survey data for designing the project, and this survey will be tied to the OWNER's control network. The scope of services assumes one (1) mobilization of the consultant. The survey will include the following:

- a. The limits for the surveys shall be 50 feet either side of the centerline of section line roads selected for the waterline routes. The fee assumes a total length of survey not to exceed 3.10 miles (16,400 ft.)
- b. For topographic surveys, ENGINEER's Subconsultant will provide field survey data for designing the project. ENGINEER's Subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances as appropriate for modeling the existing ground, including locations of pertinent features or improvements. ENGINEER's Subconsultant will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, boundaries of tree lines and shrubbery areas, visible utilities as well as those underground utilities marked by their OWNERS and/or representatives, and other pertinent topographic features that may be present within the survey limits. ENGINEER's Subconsultant will establish up to three vertical and horizontal control points at each section of waterline. ENGINEER's Subconsultant will provide the OWNER with electronic survey drawings prior to site planning.
- c. For boundary surveys, ENGINEER's Subconsultant will locate existing monumentation representing property lines, rights of way, and/or easements based on record data that will be collected by ENGINEER's subconsultant, through public record research. It is assumed that the new wellfield waterlines will be constructed within the existing right of way and no ownership information of parcels outside the right of way will be shown.
- d. Utilities will be located based on above-ground evidence, structures, and record drawings furnished by each utility owner. The Oklahoma one-call system (OKIE DIG) will be contacted to help in the location of underground utilities. AGREEMENT assumes up to twenty (20) pothole locations will be performed to verify the size and location with the following conditions:
  1. Potholes will be performed at depths up to 6 feet deep. Potholes will be paid on per pothole completed basis. Potholes in excess of 6 feet deep will be paid on a per vertical foot basis (if necessary).
  2. Up to ten (10) of the potholes may be performed on paved areas.
  3. ENGINEER is not responsible for damage to underground utilities outside the extents of the potholes.
- e. Unless additional potholes are approved by OWNER, no other excavations will be made during the process of the survey to locate buried utilities or structures. Therefore, the locations of underground utilities or structures may vary from the location shown on the drawings and additional buried utilities or structures may be encountered.

**Task 2 – Geotechnical Services**

Geotechnical Services are not included in this scope of services. If additional Geotechnical Services are required for the project, ENGINEER can provide assistance in work coordination; this work will be added by amendment. Any information provided by OWNER to ENGINEER is assumed as correct.



**Task 3 - Environmental Services**

Environmental Services are not anticipated for the completion of the project, except that in the event open excavation is selected as the crossing method of the Little River, the ENGINEER will coordinate with the US Army Corps of Engineers (USACE) regarding compliance with Section 404 of the Clean Water Act.

**Task 4 – Property Acquisition Documents**

The scope of work assumes that the waterlines will be installed within the public right-of-way. Property acquisition documents including legal descriptions and acquisition services are not anticipated for this project.

**Task 5 - Additional Services**

The following items are not included in this scope of services but are either anticipated for this project or are potential alternatives that may be selected by the OWNER, and can be added by amendment if requested by the OWNER:

- a. Environmental Services beyond Section 404 activities if required.
- b. Construction administration beyond that detailed above.
- c. Construction observation.
- d. Well transmission line design beyond connection to the new wells discharge lines brought to the section line road.
- e. Survey beyond 50 feet either side of the centerline of section line roads, and inclusion of ownership information.
- f. Geotechnical Services.

**Task 6 - Extra Work**

The following items are not anticipated for this project and not included under this agreement but will be considered as extra work:

- a. Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.
- b. Submittals or deliverables in addition to those listed herein.
- c. Construction materials testing.
- d. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- e. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- f. Hydraulic modeling of any kind.
- g. Water quality sampling and laboratory work.
- h. Litigation Assistance.
- i. Easement/Property acquisition documents or services.
- j. Traffic Control Plan.

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and ENGINEER.

**ACTIVITY F – REIMBURSABLES**

This covers all reimbursable expenses as outlined in Activities A through E. Any additional expenses accrued will be billed accordingly.

## ATTACHMENT C

### COMPENSATION

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

Task Description	Total
<b>DETAILED DESIGN &amp; CONSTRUCTION</b>	
Activity A – Project Coordination	\$6,419.00
Activity B – Water Line Design	\$78,476.00
Activity C - Bidding Services	\$10,419.00
Activity D - Construction Phase Services	\$18,570.00
Activity E – Engineering AllowancesSurvey	
Survey	\$19,741.00
Potholes (actual payment per unit schedule below)	\$8,930.00
<b>Total</b>	<b>\$142,555.00</b>

The OWNER will compensate ENGINEER on a unit price basis for the following SERVICES rendered. The unit price fee is broken down below by task as defined in the Scope of Services, Section 3.0.D:

Task Description	Unit	Unit Cost	Number	Total
<b>Utility Potholes</b>				
Potholes – Native soils (up to 6 ft. deep)	EA	\$353	10	\$3,530
Potholes – Pavement (up to 6 ft. deep)	EA	\$510	10	\$5,100
Additional Depth (greater than 6 ft.)	FT	\$30	10	\$300
<b>Total</b>				<b>\$8,930</b>





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.

No budgetary allowance has been established for Additional Services. Additional services must be authorized by amendment of the agreement. Time and materials billing for ENGINEER'S labor will be at his standard hourly rates. ENGINEER's direct expenses, including subcontractor expenses, will include a multiplier of 1.10.



# Exhibit A - Project Area Map

## Legend

-  Project Scope Concept Conveyance Line
-  Existing Conveyance Line
-  Existing Well
-  Proposed Well

SE 179th St

Meyer Well Site

Well #37

Argo Well Site

Jaime Well Site

60th Ave NE

