

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Olsson, Inc (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to evaluate and potentially construct a Septage Receiving Facility (PROJECT) as further described in Attachment B; and

WHEREAS, OWNER requires engineering services for evaluation and site selection and to determine the feasibility and standard requirements for the facility (SERVICES); and

WHEREAS, OWNER may require survey, design, and construction services in connection with the PROJECT by possible future amendment; 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), Water Reclamation Facility data, operational reports, and record documents, collection system work order data related to grease and septage, and data generated by OWNER's wastewater collection 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 progress meetings or other meetings with ENGINEER or contractor(s) defined in Attachment A, 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) 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) 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 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: Olsson, Inc
201 NW 63rd Street
Suite 130
Oklahoma City, OK 73116_
405-242-6600

OWNER: Nathan Madenwald, P.E.
Norman Utilities Authority
201-C West Gray
P.O. Box 370
Norman OK 73070
405-366-5426
nathan.madenwald@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 10th day of April, 20 19.

Olsson. Inc - ENGINEER

ATTEST

By:

Jimmy Sparks
Title: OK Region Leader

Title:

Amanda Ritchey
Notary



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

Description	Duration (calendar days)	Cumulative (calendar days)
Technical Memorandum No. 1	30	30
Technical Memorandum No. 2	30	60
Draft Engineering Report	15	75
Final Engineering Report	15	90

The total duration for the contract is 90 calendar days. The contract time will start upon receipt of the Notice to Proceed from the Owner.

**ATTACHMENT B
CITY OF NORMAN
PROJECT WW0319 – SEPTAGE RECEIVING FACILITY
SCOPE OF SERVICES
APRIL 2019**

1.0 BACKGROUND

The OWNER desires a facility that can receive septage from contract haulers and internal maintenance equipment in a profitable manner without compromising the performance of the wastewater treatment facility. There are several items that this facility must address:

- Accountability
- Easy to Operate and Maintain
- Minimize Impacts to the Wastewater Treatment Plant
- Minimize Impacts to the Citizens
- Financially Responsibility

The ENGINEER will complete an evaluation to determine the feasibility of the PROJECT and prepare an Engineering Report to document the results of the evaluation and the ENGINEER's recommendations.

2.0 BASIC SERVICES (SERVICES)

Basic Services (SERVICES) provided by the ENGINEER will generally be covered under Tasks 1 through 3. Specific tasks for each activity are identified in the following sections.

Task 1 – Project Management

The ENGINEER will provide Project Management Services for the PROJECT. The Project Management Task includes the following sub-tasks:

1. Meetings
 - a. Kickoff
 - b. Progress Meetings
 - c. Workshops
2. Communication
3. Quality Assurance/Quality Control
4. Schedule

The ENGINEER will coordinate, prepare for, and conduct meetings to review progress with the OWNER and the consultants working on the design. Meetings will take place at the OWNER's office in Norman.

- a. ENGINEER will prepare an agenda for the meetings.
- b. ENGINEER will moderate the meetings.
- c. ENGINEER will prepare and distribute draft meeting minutes for review within 5 business days of the progress meeting. After receipt of comments, the meeting minutes will be finalized and distributed to the OWNER for record purposes.
- d. Up to two (2) progress meetings will be held.

Deliverables

- a. Draft and Final Meeting Notes for the meetings
- b. Monthly Invoices with Update
- c. PROJECT Schedule

Task 2 – Preliminary Engineering / Engineering Report

The Preliminary Engineering / Engineering Report task will evaluate the feasibility of the project and will document the recommendations from the ENGINEER. This task includes the following sub-tasks:

- 1. Technical Memorandum 1
 - a. Data Review
 - i. OWNER provided data
 - 1. Water Reclamation Facility (WRF) flow, concentrations, and operation reports
 - 2. WRF record drawings, specifications and submittals
 - 3. Work order history for grease and septage
 - ii. Regulatory requirements for facility
 - iii. Review of similar programs for peer cities
 - iv. Estimation of average annual volume from City of Norman properties
 - v. Estimation of average annual volume from OWNER maintenance activities
 - b. Alternative Screening
 - i. Potential Locations
 - 1. North of WRF (potential to discharge to headworks and/or digesters)
 - 2. West of WRF
 - 3. Near Hall Park South Lift Station
 - 4. Near Future Line Maintenance Building
 - 5. Other Beneficial Location
 - 6. Do Nothing Option
 - ii. Required Infrastructure/Improvements for Each Site
 - 1. Surface Improvements (such as fencing, access drives, etc.)
 - 2. Treatment Units
 - 3. Holding Basin/Tank
 - 4. Technology (such as card reader systems, phone, internet, etc.)
 - iii. Impact Assessment
 - 1. Ability for WRF to consistently treat waste
 - 2. Offsite Odors
 - 3. Traffic
 - 4. Citizen Acceptability
- 2. Technical Memorandum 2
 - a. Operational Paradigms
 - i. Hours of Operation
 - ii. Permitting Requirements for Contractors/Haulers/Dischargers
 - iii. Chain of Custody / Manifest Process
 - iv. Staffing Requirements/Needs
 - v. Testing Requirements
 - vi. Acceptable Wastes
 - b. Field Investigation (Allowance)
 - i. Topographic Survey

- ii. Geotechnical Investigation
 - c. Cost Analysis
 - i. Capital Costs
 - ii. Operational Costs
 - iii. Life Cycle Costs for 20-Year Horizon
 - iv. Required Fees Charges for Full-Cost Recovery
- 3. Engineering Report
 - a. Draft Report
 - b. Final Report (OWNER Comments Addressed)

Deliverables

- 1. Draft Technical Memorandum 1
- 2. Final Technical Memorandum 1
- 3. Draft Technical Memorandum 2
- 4. Final Technical Memorandum 2
- 5. Draft Engineering Report
- 6. Final Engineering Report

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	Total
1	Project Management	\$8,700
2	Preliminary Engineering / Engineering Report	\$3,000
2.1	Technical Memorandum 1	\$10,000
2.2	Technical Memorandum 2	\$8,000
2.2.b.i	Topographic Survey (Allowance)	\$2,500
2.2.b.ii	Geotechnical Investigation (Allowance)	\$2,300
2.3	Engineering Report	\$2,500
	Total Fee	\$37,000

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.

Utilization of the allowance for Tasks 2.2.b.i (Topographic Survey) and 2.2.b.ii (Geotechnical Investigation) shall only be upon authorization by the OWNER.