

**AGREEMENT
FOR
ENGINEERING SERVICES**

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Greeley and Hansen LLC (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to design, bid, and construct the PROJECT consisting of upgrades and renovations to the Administration Building and addition of a new Maintenance Building at the Norman Water Reclamation Facility (WRF);

WHEREAS, the OWNER is needing architectural and engineering, bidding, construction administration, and as-built services; and

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and

NOW THEREFORE, 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 _____.

ARTICLE 2 - COMPLETION DATE

CONSULTANT 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

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

ARTICLE 5 - ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.1 OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT 's SERVICES on the PROJECT. Such data may include operations reports, record drawings, and equipment manuals for the WRF. CONSULTANT 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 CONSULTANT.

6.2 Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for ENGINEER's performance of its SERVICES.

- 6.3 Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4 Meetings and Workshops: OWNER will participate in progress meetings and workshops with CONSULTANT or contractor(s) defined in Attachment B, 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 CONSULTANT 's SERVICES or PROJECT construction.
- 6.6 Hazardous Substances: If hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. CONSULTANT 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. CONSULTANT shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT 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. CONSULTANT 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, CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. CONSULTANT agrees to 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 recoverable under applicable law) from bodily injury (including death) or tangible property damage caused by a negligent act, error, or omission of CONSULTANT in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless CONSULTANT, 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. 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 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.

- 8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for CONSULTANT'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.

CONSULTANT 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 CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT 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 CONSULTANT to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT 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 CONSULTANT, 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 CONSULTANT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since 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 professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request CONSULTANT 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 CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT 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 CONSULTANT's compensation.

ARTICLE 14 - 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 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 CONSULTANT 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:

CONSULTANT: Ana Stagg, P.E.
Greeley and Hansen LLC
321 S Boston Ave, Ste 300
Tulsa, OK 74103
918-925-9490
astagg@greeley-hansen.com

OWNER: Kenneth Giannone, P.E.
Norman Utilities Authority (NUA)
201-C West Gray
P.O. Box 370
Norman OK 73070
405-366-5377
Kenneth.Giannone@normanok.gov

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

ARTICLE 16 - 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 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 CONSULTANT. 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 CONSULTANT 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.

[INTENTIONALLY LEFT BLANK]

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

DATED this 27th day of May, 202021.

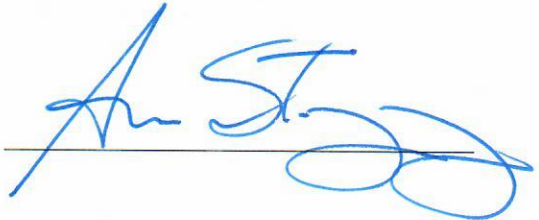
GREELEY AND HANSEN LLC – CONSULTANT

ATTEST

By: 

Printed
Name: Fernando Sarmiento, P.E.

Title: Authorized Agent



Ana Stagg, P.E.

Tulsa Office Director

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: _____

Printed
Name: Breea Clark

Title: Chairman

Brenda Hall

Secretary

ATTACHMENT A
PROJECT SCHEDULE

- A. **SCHEDULE**. The SERVICES to be performed by the CONSULTANT under this AGREEMENT shall commence following execution of this AGREEMENT and within ten (10) days from the receipt of a Notice to Proceed. It is understood and agreed that the date of commencement, rate of progress, and the time of completion of the SERVICES under this AGREEMENT are essential provisions of this AGREEMENT.

CONSULTANT agrees to complete the SERVICES described in Attachment B, Scope of Services, in accordance with the following:

ACTIVITY	START	FINISH
Preliminary Design	June 2021	October 2021
Final Design	October 2021	May 2022
Bidding	May 2022	June 2022
Construction Administration	July 2022	July 2023

ATTACHMENT B

SCOPE OF SERVICES

- B. **SCOPE OF SERVICES.** The PROJECT consists of the renovation of the laboratory and administrative facilities located in the Main Control Building (also known as the Administration Building) and the addition of a new Maintenance Building at the City of Norman Water Reclamation Facility located at 3500 Jenkins Avenue, Norman, Oklahoma.

The SERVICES to be performed by the CONSULTANT under this AGREEMENT relate to Preliminary Design, Final Design, Bidding, Construction Administration, and As-Built services for the PROJECT, as defined herein.

B.1 GENERAL

- B.1.1 **Project Management:** Provide project management services that include set up of PROJECT cost codes, budget, work plan, files and billing procedures. Provide design coordination and management of support disciplines and subconsultant, and monitor work progress versus budget.

- B.1.2 **Progress Meetings:** Conduct virtual monthly progress meetings with the OWNER Project Manager to provide progress update, project costs and schedule.

Deliverables – Progress Meeting Agenda and Meeting Notes

- B.1.3 **Progress Reports:** Prepare and submit with each monthly invoice a status report presenting a summary of work completed and in progress.

Deliverables - Monthly Invoices and Progress Reports

- B.1.4 **Kick-Off Meeting:** Conduct one virtual kick-off meeting with OWNER staff personnel to review project goals and objectives, scope, schedule and deliverables to be led by Project Manager and attended by Project Architect.

Deliverables – Kick-Off Meeting Agenda and Meeting Notes

- B.1.5 **Workshops:** Conduct ½-day workshops with Owner at key stages of design to review recommendations, provide opportunity for input, and select best path forward for the project. Meeting will correspond with the 35% and 60% milestones.

Deliverables – Meeting Agenda and Meeting Notes

- B.1.6 **Quality Assurance and Quality Control (QA/QC):** A QA/QC review team to include Fernando Sarmiento, P.E., a principal of the firm not associated with day-to-day design work of this PROJECT, will provide QA/QC reviews of design deliverables for this PROJECT.

B.2 PRELIMINARY DESIGN:

B.2.1 Evaluation of Current and Future Needs:

- A. Prepare, distribute, and summarize results of staff survey to assist in developing space needs and user preferences.
Deliverables – Staff survey and summary
- B. Summarize current and future needs in Owner Project Requirements (OPR) as part of Design Report (DR)
Deliverables – Owner Project Requirements (as part of DR)

B.2.2 Site Investigations:

- A. Arrange for and provide, through a subcontract, soil borings and a geotechnical report for the design of the new Maintenance Building. It is anticipated that two soil borings will be taken, each 10-15 feet deep, spaced 20-40 feet apart within the footprint of the proposed new building.
Deliverables – Geotechnical Report
- B. Perform survey to ascertain topography and locate existing buildings, surface features, benchmarks and public utilities within 50-feet of PROJECT footprint. Locating underground utility lines and depth to be provided by their respective owners.
Deliverables – Site Survey

B.2.3 Development of Performance Criteria and Space Requirements:

- A. Review as/built record drawings to establish existing conditions.
Deliverable – Existing Conditions Floor Plans and Existing Site Utilities Plan (as part of DR)
- B. Perform one site visit to investigate existing conditions compared to record drawings.
Deliverable – Site Visit Field Notes
- C. Conduct code review to identify applicable codes and establish requirements for compliance.
Deliverable – Code Summary (as part of DR)
- D. Conduct virtual meeting(s) with the Building Department and Fire Marshall to review life-safety requirements with AHJ.
Deliverable – Building Department Meeting Notes and Fire Marshall Meeting Notes

- E. Incorporate sustainability and resiliency goals where practical. It is understood that the OWNER will not pursue LEED Certification.
- F. Synthesize findings from existing conditions information, site visit, life-safety requirements, and OPR to establish performance criteria for building systems and set space requirements.

Deliverable - Performance Criteria (as part of DR)

B.2.4 Preliminary Building and Facility Layouts:

- A. Using the information developed in previous tasks, prepare conceptual building and facility layouts to discuss with OWNER needs. Develop layouts for each the existing Administration Building renovations and the new Maintenance Building. Each layout will include floor plan and vertical section view.

Deliverables – Conceptual Design Layouts for each facility.

- B. Employ renderings to assist visualization of recommended aesthetics and spatial configurations. Submit draft renderings to OWNER for review of recommended color selections and materials prior to finalizing. Renderings will be prepared utilizing Revit and Sketchup software.

*Deliverables – Draft and final renderings of the following views:
Lab Interior; Main Work Area Interior; Conference Room Interior;
Lobby Interior; Maintenance Building Exterior.*

- C. Review with OWNER final design layouts, aesthetics and spatial configurations, special amenities, color selection and materials. Finalize laboratory testing equipment needs and review restrictions and requirements for construction sequencing and staff operations during construction.

Deliverables – Meeting Agendas and Meeting Notes

B.2.5 Preliminary Sequence of Construction:

- A. Develop phasing plan, summarizing special conditions and considerations necessary, for maintaining the facilities in service and minimizing disruption to plant staff during construction.
- B. Prepare Draft Memorandum describing proposed sequence of construction, project constraints and necessary facility shutdown. Review with OWNER and revise memorandum to incorporate review comments. The final the memo will be provided in the Design Report.

*Deliverable – Preliminary Sequence of Construction
Memorandum, Draft and Final*

B.2.6 35% Plans and Specifications:

- A. Develop plans and specifications for structural, architectural, electrical, HVAC, plumbing and instrumentation and control key elements.

Deliverable – 35% Plans and Specifications (as part of DR)

B.2.7 Opinion of Probable Construction Cost (OPCC):

- A. Prepare an Association for the Advancement of Cost Engineering (AACE) Class 4 OPCC.
- B. Utilize semi-detailed unit costs with assembly level line items with an expected accuracy of -20% to +30%.

Deliverable – AACE Class 4 OPCC (as part of DR)

B.2.8 Design Report (DR):

- A. Provide lab facility and equipment arrangement, administrative area layout, Maintenance Building layout and equipment, facility and exterior and interior finishes, furnishings, and equipment. Describe proposed site modifications, building and facility layouts, equipment arrangement, applicable code requirements.
- B. Prepare DR in draft form summarizing the proposed facilities and modifications to existing facilities, along with conceptual design of all critical project elements and AACE Class 4 OPCC.

Deliverable – Draft Design Report (5 hard copies and 1 electronic copy)

- C. Review draft DR with OWNER and receive comments. Revise the draft DR as appropriate to address review comments and submit final document. Furnish 5 copies and one digital copy of the completed report.

Deliverable – Final Design Report and Comment Tracking Log (5 hard copies and 1 electronic copy)

B.2.9 Construction Manager at Risk (CMAR) Selection Assistance. Upon completion of the Design Report, assist OWNER in the selection of CMAR contractor. SERVICES shall be as follows:

- A. Review and provide comments for advertisement document prepared by OWNER. Make available electronic copies of DR and 35% plans and specifications to potential respondents.

Deliverable – Review comments

- B. Attend pre-proposal conference and answer inquiries by respondents.

Deliverable – Meeting notes

- C. Review respondent proposals and provide opinion of respondent qualifications.

Deliverable – Opinion of Respondent Qualifications

- D. Attend respondent interviews to assist the City in CMAR selection process.

Deliverable – Interview notes

- E. Participate in post-proposal coordination meeting with selected provider to discuss, answer questions and provide further clarifications related to the PROJECT required by provider to develop guaranteed maximum price.

Deliverable – Meeting notes

- B.2.10 Following selection of CMAR, review preliminary design documents with CMAR and OWNER to identify value-engineering opportunities. Use Value-Engineering Tracking Log to track comment and responses. Provide final recommendations to OWNER.

Deliverable – Value-Engineering Tracking Log

B.3 FINAL DESIGN

B.3.1 60% Construction Documents:

- A. Develop plans and specifications together with contract documents necessary for negotiations of Guaranteed Maximum Price by OWNER.

Deliverable – 60% Plans and Specifications

Review with OWNER and CMAR and receive comments. Revise 60% Construction Documents as appropriate to address review comments and submit final document.

- B. Furnish one digital copy of the 60% Contract Documents and OPCC for use by OWNER.

B.3.2 Guaranteed Maximum Price of Construction (GMP) Assistance. Upon acceptance of 60% Contract Documents by OWNER, assist OWNER in negotiating contractual GMP with CMAR. SERVICES shall be as follows:

- A. Participate in coordination meeting with selected provider to discuss, answer questions and provide further clarifications related

to the PROJECT required by CMAR to develop guaranteed maximum price.

Deliverable – Meeting notes

- B. Review CMAR's Guaranteed Maximum Price of Construction (GMP) cost estimate and provide comments.

Deliverable – Review comments

- C. Assist OWNER in negotiating contractual GMP.

Deliverable – Meeting notes

- B.3.3 Permitting Documents: Prepare Construction Documents and Permit Application Form(s) as necessary to facilitate construction permit(s). Respond to any comments relating to approval and issuance of a construction permit.

B.4 BIDDING:

- B.4.1 Following GMP contracting and permitting, prepare digital Construction Document(s) consisting of plans, specifications and contract documents necessary for bidding.

Deliverable – Digital Bidding Packets

- B.4.2 Attend and participate in Pre-Bid/Pre-Proposal Meeting.

Deliverable – Meeting notes

- B.4.3 Respond to written questions and any Substitution Requests during bidding and prepare and issue all addenda as required.

Deliverable – Addenda

B.5 CONSTRUCTION ADMINISTRATION:

- B.5.1 Attend Pre-construction Conference. Provide digital copy of conformed plans at the time of Pre-Work reflecting any redesign work or revisions made thru Addenda. Coordinate with the CMAR on recording and issuing of all Meeting Minutes.

- B.5.2 Review and approve or take appropriate action on shop drawings and erection drawings submitted by contractors, such checking shall be only for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereof.

Deliverables – Approved or Approved as Noted shop drawings and submittals, Revise and Resubmit shop drawings and submittals, Acknowledged submittals, Incomplete shop drawings and submittals

- B.5.3 Assist the Resident Project Representative (RPR) to respond to routine clarifications of the contract documents in response to RPR-initiated inquiries and Contractor-initiated Requests for Clarification (RFCs). Respond to suggestions made by CONTRACTOR or Authority regarding minor changes to the work shown on drawings or in specifications. Provide site visits by office-based design personnel as necessary to assist the RPR and address requests for clarifications and suggestions regarding minor changes. Prepare written clarifications and supplemental drawings when necessary, to clarify the Contract Documents, and transmit to Contractor and maintain an RFC log.

Deliverables – Written response to RFCs, Supplementary drawings as needed, Site Visit Reports

- B.5.4 Prepare Request for Proposed Changes, Change Orders, including those necessary to resolve actual field conditions encountered, and submit these to the City for approval together with the reason for the change order and a recommendation.

Deliverables – Change Order Documentation

- B.5.5 Review estimates of partial and final payments to the contractor and submit same to City staff with a recommendation.

Deliverables – Partial and Final Payment Review Documentation

- B.5.6 Attend monthly progress meetings with CMAR, OWNER, City staff and Resident Project Representative (RPR). Prepare summary of monthly meetings and distribute to all attendees within five (5) working days of the date of the meeting.

Deliverables – Progress Meeting Notes

- B.5.7 Revise the Contract Drawings to show conditions as recorded by the CONTRACTOR on prints of the contract drawings maintained by the CONTRACTOR in the field. Delivered digital record drawing files will not be sealed or signed.

Deliverables – Record Drawings

ATTACHMENT C

COMPENSATION

- C. **COMPENSATION**. The OWNER will compensate CONSULTANT on a lump sum basis for the SERVICES rendered per Attachment B, Scope of Services. The lump sum fee is broken down as follows:

ACTIVITY	FEE
Preliminary Design (includes Geotechnical and Survey)	\$ 175,000
Final Design (includes VE, CMAR Selection Assistance)	\$ 120,000
Bidding	\$ 20,000
Construction Administration	\$ 59,000
As-Built Record Documents	\$ 10,000
Lump Sum Fee	\$ 384,000

CONSULTANT 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 CONSULTANT's interim statements.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/26/2021

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

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

PRODUCER USI Insurance Services LLC 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Carol Ronzani, CPCU PHONE (A/C, No, Ext): 630 625-5260 FAX (A/C, No): 610 527-2457 E-MAIL ADDRESS: carol.ronzani@usi.com														
INSURED Greeley and Hansen LLC 100 S. Wacker Drive, Suite 1400 Chicago, IL 60606	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company of CT</td> <td>25682 A++</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674 A++</td> </tr> <tr> <td>INSURER C : Phoenix Insurance Company</td> <td>25623 A++</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443 A</td> </tr> <tr> <td>INSURER E : Charter Oak Fire Insurance Company</td> <td>25615 A++</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company of CT	25682 A++	INSURER B : Travelers Property Cas. Co. of America	25674 A++	INSURER C : Phoenix Insurance Company	25623 A++	INSURER D : Continental Casualty Company	20443 A	INSURER E : Charter Oak Fire Insurance Company	25615 A++	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P630100L6916TCT20	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8101N6280022043G	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0			CUP5N6924572043	07/01/2020	07/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Prod-CompOps \$10,000,000Agg
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7K6902762043G	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			AEH008221445	07/01/2020	07/01/2021	10,000,000 Each Claim 10,000,000 Aggregate

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

RE: Engineering Services related to renovations to the Administration Building and addition of a new Maintenance Building at the Norman Water Reclamation Facility (WRF), Contract No. K-2021-67. Norman Utilities Authority (NUA), its directors, officers, partners, commissioners, officials, agents & employees are included as additional insureds where required by written contract. Waiver of Subrogation in favor of the afore-mentioned additional insureds applies where required by written contract. 45-day notice of cancellation applies in accordance with policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

Norman Utilities Authority (NUA) 201-C West Gray P.O. Box 370 Norman, OK 73070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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