



Glenn Sullivan & Associates, Inc.

P.O. Box 720368, Norman, OK 73070, (405) 321-7232

Professional Engineers/Consultants

ENGINEERING SERVICES AGREEMENT

Glenn Sullivan & Associates, Inc. proposes to provide Engineering Services to **the City of Mangum/Mangum Utility Authority** to relocate two (2) cast iron water lines that cross county road EW 135, approximately 7 miles north of SH 9, in Greer County, Oklahoma

SECTION I – Scope of Services

Engineering Services will include the following:

1. Provide initial project scoping to determine extents of relocation that is required.
2. Attend field meeting with project utility coordinator.
3. Prepare Plans, Specifications, Engineering Report Form, and Application for Permit to Construct for submittal to ODOT.
4. Assist the Owner in advertising and provide bid documents to potential bidders.
5. Coordinate a pre-bid conference for potential bidders.
6. Make recommendation to the Owner on awarding a contract.
7. Review pay estimates and change orders from the contractor and make recommendation to the Owner.
8. Provide inspection services and provide Project Record Drawings (As-Built).

SECTION II – Warranty, Exclusive Remedy and Disclaimer

1. **Warranty.** GSA will perform the services in a professional manner conforming to generally accepted industry standards. Customer must report any deficiencies in the services to GSA in writing within 365 days of final acceptance by the Owner in order to receive warranty remedies.
2. **Exclusive Remedy.** For any breach of the warranty set forth in Section III(1), Customer's sole remedy, and GSA's entire liability, shall be the re-performance of the services. If GSA is unable to re-perform the services as warranted, Customer shall be entitled to recover the fees paid to GSA for the deficient services.

3. Disclaimer. Other than the warranty set forth in Section III(1), GSA makes no other warranties or representations, express or implied, by operation of law or otherwise, with respect to any services supplied under this Agreement. GSA expressly disclaims any warranty of merchantability, fitness for a particular purpose or non-infringement.

SECTION III – Limitation of Liability

1. Limitation. GSA's liability for damages hereunder for performance or non-performance by GSA or in any way related to this Agreement, shall in no event exceed the amount of fees paid by Customer under the applicable Scope of Services.
2. No Consequential Damages. Neither party will be liable to the other party for any indirect, special, incidental, or consequential damages (including lost profits) sustained or incurred in connection with this Agreement, and whether or not such damages are foreseeable.
3. The provisions of this Section IV allocate the risks under this Agreement between GSA and Customer. GSA's pricing reflects this allocation of risk and the limitation of liability specified herein.

SECTION IV – Pricing

GSA proposes to provide the engineering services listed for a total sum not to exceed **\$17,000.00**.

City of Mangum/Mangum Utility Authority

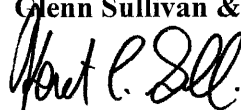
By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Glenn Sullivan & Associates, Inc.

By:  _____
(Signature)

Name: Kenneth C. Sullivan
(Print or Type)

Title: Vice President
(Print or Type)

Date: December 29, 2021