



# Glenn Sullivan & Associates, Inc.

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

*Professional Engineers/Consultants*

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## ENGINEERING SERVICES AGREEMENT

Glenn Sullivan & Associates, Inc. proposes to provide Engineering Services to **the Mangum Utility Authority** to Limit and Prevent Bypasses from their Existing Sanitary Sewer Lift Stations and Irrigation System.

### SECTION I – Scope of Services

Engineering Services will include the following:

1. Prepare Emergency Operation, Shutdown, and Response Procedures for the Dakota Street and Main Lift Stations for submittal to ODEQ no later than February 1, 2021.
2. Prepare Plans for Upgrades Required for Emergency Operation (i.e. Quick Connect for Bypass Pumping, etc.)
3. Assist the Owner with Adding an Alarm to the Dakota Street Lift Station.
  - 3.1. Prepare Plans and Contract Documents
  - 3.2. Prepare Advertisement and Provide Bid Documents to Potential Bidders. **(Owner to pay for publishing in newspaper).**
  - 3.3. Attend Prebid Conference and Prepare Addendum if Necessary.
  - 3.4. Tabulate Bids and Make Recommendation to the Owner on Awarding a Contract.
  - 3.5. Review Pay Estimates and Change Orders from the Contractor and Make Recommendation to the Owner.
  - 3.6. Provide Periodic Inspection and Provide Project Record Drawings (as-builts).
4. Prepare Operation & Maintenance Manual for the Land Application System in accordance with OAC 252:656-3-10 for submittal to ODEQ no later than February 1, 2021.

### 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 City 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 engineering services listed for the following fees:

1.	Item 1	\$3,000.00
2.	Item 2	\$2,000.00
3.	Item 3	\$5,000.00
4.	Item 4	\$4,000.00

**Mangum Utility Authority**

**Glenn Sullivan & Associates, Inc.**

By: \_\_\_\_\_  
(Signature)

By:  \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: Kenneth C. Sullivan  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: Vice President  
(Print or Type)

Date: \_\_\_\_\_

Date: December 28, 2020