

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and MKEC Engineering Inc (CONSULTANT) for the following reasons:

1. OWNER intends to rehabilitate the Creekside Drive bridge, NBI 20394 (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

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 ____ day of _____, 2026.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

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

Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party or its subcontractors, if any, in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any subconsultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. 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 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 the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the SERVICES, or any termination of this AGREEMENT.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the 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, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

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; provided, however, the nonperforming party shall have 14 calendar days from the receipt 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, and OWNER shall pay CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to CONSULTANT'S compensation and the project schedule.

ARTICLE 15 - 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 nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or 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. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of 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 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

MKEC Engineering Inc
Greg Sparks
Principal
205 NW 63rd St, Suite 240
Oklahoma City, OK 73116

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - 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 20 - 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 it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C, and D incorporated by this reference, 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.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party,; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 25 – ACKNOWLEDGEMENT

If CONSULTANT has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, CONSULTANT hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 AND 74 O.S. § 12001 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or is not boycotting an energy company and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott an energy company, during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and MKEC Engineering Inc have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

MKEC Engineering Inc
(CONSULTANT)

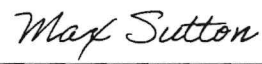
Signature 

Name Matt Bengtson

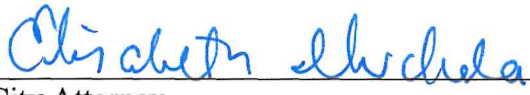
Title President

Date 09/21/2026

Attest: Max Sutton


Secretary

Approved as to form and legality this 12 day of Oct 2026.


City Attorney

ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

This project is located on Creekside Drive approximately 0.2 miles south of Lindsey Street. The purpose of this project is to rehabilitate the existing load posted bridge carrying Creekside Drive over an unnamed creek.

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

1. Roadway / Street

The project length is approximately 300 feet. Creekside Drive is classified as a local street. The existing roadway is asphalt and is approximately 30' wide with 2'-8" combination curb and gutter. The new roadway section will be 30' wide with 2'-8" combination curb and gutter with a 4" barrier curb. There will be traffic rail that transitions to curb. No additional R/W is anticipated for permanent construction. The roadway will be closed to through traffic, but local access will be maintained throughout construction.

Roadway design will follow the City of Norman Engineering Design Criteria as well as the 2018 AASHTO Policy of Geometric Design of Highways and Streets, the 2011 AASHTO Roadside Design Guide, and the 2009 Manual on Uniform Traffic Control Devices (MUTCD). Detailed construction plans shall meet the City of Norman standards for submittal.

2. Traffic

a. Traffic Control

Creekside Drive will be closed to thru traffic during construction. Traffic Control Plans will be prepared with a signed detour.

b. Signing and Striping

Signing and striping plans will be prepared in accordance with the latest City of Norman and ODOT standards.

3. Bridge / Structural

The existing bridge was built in 1983, is a single 32' I-beam span and is skewed 65 degrees and is load posted at 14 tons. The superstructure (deck and beams) will be replaced to eliminate the load posting. The substructure has a condition rating of 6, or satisfactory, and can be left in place. The clear roadway will match the existing curb and

gutter street, while the overall width will be 45'-0". The overall width of 45'-0" allows for a traffic barrier to separate the traffic lanes from 4'-0" wide sidewalks on both sides of the bridge and a pedestrian railing on the outside of the sidewalks. The traffic barrier will transition into the curb to eliminate the need for W-beam guardrail.

a. Hydraulic Design

The existing bridge will be evaluated by a hydrology & hydraulic study in accordance with City of Norman Engineering Design Criteria and the ODOT Drainage Manual. The bridge is located in a FEMA Flood Zone X.

b. Structural Design

The structural design of the bridge will be in accordance with the AASHTO LRFD Bridge Design Specifications, 9th Edition and ODOT Bridge Division policies.

4. Survey

The survey limits will extend 350' north of the existing bridge and 350' south of the existing bridge along Creekside Drive. The survey will extend approximately 50' on each side from the center of the road. The survey of the creek will extend 300' upstream and 300' downstream of the existing bridge.

Within the limits of the survey the following information will be collected:

- Set a minimum of 2 control points/benchmarks for vertical and horizontal purposes
- derived from GPS static observation, OPUS solution, VRS Network, or existing control if provided.
- Topographical survey will include all the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, tree lines, flowerbeds, all visible drainage structures and flow lines, and visible or marked utilities.
- Tree cover will be annotated by coverage being dense or sparse within those areas.
- Trees located on the south side of the road, south of the white fence, within the survey footprint will be individually located.
- All utility companies servicing the project area will be contacted thru "CALL OKIE-811" 14 days prior to field survey.
- All utility information field collected will be placed in the CAD drawing.
- Storm sewer manholes, sanitary sewer manholes, water valve rims and inverts will be measured for depth (to the connection outside of survey limits).
- Cross-sections at interval grid to produce contours at 1.0' minimum density.
- Right-of-way, property lines and ownerships will be established using a title company.

5. Environmental Clearance

MKEC will provide environmental mitigation measures as required in the plans and provide any support documentation for CC Environmental to obtain all environmental permits or requirements, including 404 permit and OWRB permit as applicable.

6. Right-Of-Way (R/W)

No right-of-way (R/W) will be acquired for this project. Right-of-way acquisition services are not included in this contract.

7. Utilities

a. Utility Map (color-coded)

CONSULTANT will provide a color-coded set of plan and profile sheets to OWNER for each affected utility company to coordinate the necessary utility relocations.

b. Utility Relocation Coordination

OWNER will coordinate the relocation of utilities as required for the project and will request written approval from all utility companies as to the accuracy of all facilities on the plans.

c. Utility Meetings

CONSULTANT will attend utility relocation meetings with each utility. The meeting will be coordinated by the City of Norman. The OWNER will prepare the meeting minutes.

d. Utility Relocation Plan Review

CONSULTANT will review utility relocation plans to ensure there are no conflicts with proposed construction of the project. OWNER will coordinate sending CONSULTANT'S comments to the utility company.

e. Utility Relocation Design

The design of OWNER owned utility relocations is not anticipated for this project. If the design or relocation of OWNER-owned utilities is necessary, services will be added to the agreement by written amendment.

8. Construction

a. Bidding

The OWNER will assume primary responsibility for the bidding/award process for the project. The CONSULTANT will prepare an electronic file for bidding purposes, attend one pre-bid meeting, and serve the OWNER in a support role during the bidding/award process. Additionally, the CONSULTANT shall answer questions from possible contractors, including the development of written responses to questions received.

b. Construction Support

CONSULTANT shall attend any scheduled Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs) and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled progress meetings, as required.

c. Construction Management/Testing

Construction Management and Testing are not included in this contract.

d. Record Drawings

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

MEETINGS

The CONSULTANT shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) opinion of probable cost updates, schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

1. Design Plans – 30/60/90 Milestone Schedule

a. Plan Requirements

Plan submissions will be an 11x17 (half size) PDF file

b. 30% Plans and Engineering Report

The 30% Submittal will include, but is not limited to, the following:

- Title Sheet
- Typical Section
- Plan and Profile Sheets
- Drainage Area Map
- Bridge General Plan & Elevation
- Survey Data Sheets including Utility Data Sheets
- Cross Sections
- Preliminary Estimate of Earthwork
- Opinion of Probable Construction Cost
- Updated Design Schedule
- Bridge Hydraulic Report
 - PDF file
- Engineering Report
 - PDF file

The engineering report will summarize the project scope, approach and design considerations. Proposed solutions will be presented in the report along with

estimates and a recommendation. The content of the deliverable will be coordinated with City staff.

c. 60% Plans

The 60% Preliminary Design Submittal will include, but is not limited to, the following:

- Title Sheet
- Typical Section
- Drainage Area Map
- Storm Water Management Plan
- Plan and Profile Sheets
- Bridge General Plan and Elevation
- Traffic Control/Sequencing Plans
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Cross Sections
- Opinion of Probable Construction Cost
- Updated Design Schedule

d. 90% Plans

- Title Sheet
- Typical Section
- Pay Item Lists and Notes
- Summary Sheets
- Drainage Area Map
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Bridge General Plan and Elevation
- Signing and Striping Sheets
- Final Estimate of Earthwork
- Survey Data Sheets Including Utility Data Sheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Construction Cost

e. Final Plans, Specifications, and Estimate

- Title Sheet
- Typical Section
- Pay Item Lists and Notes
- Summary Sheets
- Drainage Area Map
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Bridge General Plan and Elevation

- Signing and Striping Sheets
- Final Estimate of Earthwork
- Survey Data Sheets Including Utility Data Sheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probable Construction Cost
- Bid Documents and/or Documentation as required by OWNER or bidding agency

ADDITIONAL SERVICES NOT INCLUDED

- Full time construction inspection or observation.
- Construction surveying or surveying as-built conditions.
- Property Acquisition
- Traffic Study
- Appraisals – Negotiations & Acquisitions
- GIS mapping services or assistance with these services
- Providing renderings, model or mock-ups
- Utility Relocation Design

**ATTACHMENT B
PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	October 20, 2026
Complete Survey	60 days after NTP
Submit 30% Plans and Engineering Report	280 days after NTP
Submit 60% Plans	390 days after NTP
Submit 90% Plans	420 days after NTP

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER and other factors beyond direct control of CONSULTANT.

**ATTACHMENT C
COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$170,000 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	\$63,000
Task 2 – Bridge / Structural	\$78,000
Task 3 – Survey	\$13,000
Task 4 – Environmental Clearance	\$12,000
Task 5 – Construction	\$4,000
Task 6 – Additional Items (Not Included)	\$0
TOTAL COMPENSATION	\$ 170,000

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.