

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Aguirre & Fields (CONSULTANT) for the following reasons:

1. OWNER intends to Construct the Boyd Street Sidewalk Project (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 \_\_\_\_\_, 2025.

### **ARTICLE 2 - GOVERNING LAW; VENUE**

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

### **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 within thirty (30) days of 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 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 sub-consultant 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 (30) 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 fifteen (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 fourteen (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:**

Steve Guizzo  
Engineering Assistant  
City of Norman  
P.O. Box 370  
Norman, OK 73070

**CONSULTANT**

Aguirre & Fields  
Elizabeth Hazzard  
Project Manager  
101 N. Robinson Avenue, Suite 110  
Oklahoma City, OK 73102

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.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

The City of Norman  
(OWNER)

Aguirre & Fields  
(CONSULTANT)

Signature \_\_\_\_\_

Signature Christine R. Crosby

Name Stephen T. Holman

Name Christine R. Crosby

Title \_\_\_\_\_

Title Vice-President of Aguirre, LLC - General Partner

Date \_\_\_\_\_

Date July 3, 2025

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

Approved as to form and legality this 17 day of July 2025.

[Signature]  
City Attorney

**Signatory Notarization**

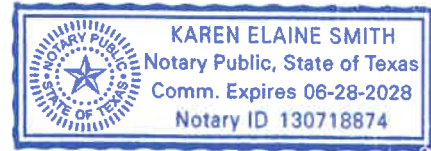
STATE OF TEXAS, COUNTY OF FORT BEND, SS:

Before me, the undersigned, a Notary Public in and for said **Christine R. Crosby of Aguirre, LLC – General Partner, it's Manager**, to me known to be the identical person(s) who executed the foregoing **Agreement for Professional Services, Contract No. K-2526-18** and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 3rd day of July, 2025.

My Commission Expires: 06-28-2028

Notary Public: Karen E. Smith  
Karen E. Smith



## **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**

Sidewalk on West Boyd Street from South Berry Road to South Flood Avenue

### **DESIGN SERVICES**

#### **GENERAL SCOPE OF SERVICES**

The following is a scope of services provided by Aguirre & Fields to the City of Norman for sidewalk improvements under Contract No. K-2526-18. These design services align with the tasks set forth in Attachment C – Compensation.

The scope of the project includes providing engineering services associated with designing a new sidewalk located on the south side of W. Boyd St. from S. Berry Rd. S. Flood Ave in Norman, Oklahoma. The project is approximately 1,780' long and includes a roadway drainage structure replacement over Imhoff Creek. The route will be closed to traffic and will require a detour for the duration of construction.



**Project Location Map**



## PROJECT DESCRIPTION

The following items are included in the scope of work for the W. Boyd St. sidewalk from S. Berry Rd. to S. Flood Ave.:

- Perform a field investigation of the project limits.
- Land Surveying, provided by White Hawk Engineering, to produce construction plans will be limited to the following information:
  - Primary control will be tied to the nearest City of Norman control monuments and elevations on secondary control will be verified with differential leveling.
  - Utilities will be identified within the survey limits. "OKIE811" will be notified 48 hours prior to the survey and their locations will be obtained to input into survey.
  - Topographic information within the survey limits to include cross sections of the creek and finish floor elevations in areas as shown in Exhibit A – Boyd St Topo.
  - Present ROW and parcel lines will be shown within the survey limits.
  - Deliverables will include CAD files and Survey Data Sheets.
  - Obtain Temporary Construction Easements for all properties where additional driveway reconstruction beyond right of way is required. Deliverables will include:
    - Plat of survey depicting easement and property affected
    - Legal description on City of Norman Easement form
- Hydrology and Hydraulics
  - Review the latest models for Imhoff Creek provided by City of Norman. The FEMA effective flows will be utilized for the analysis for the replacement of the culvert structure.
  - Develop flow rates for the 2-, 5-, and 25-yr events.
  - Develop HEC-RAS model for revised existing conditions
  - Develop HEC-RAS model for the proposed conditions
  - Identify any impacts due to the proposed improvements and determine alternatives for mitigation
  - Develop HEC-RAS model for the mitigation conditions resulting in no-rise
  - Coordinate with City of Norman Floodplain Administrator
  - Develop Hydraulic Report summarizing hydrologic and hydraulic methodologies and results.
- Sidewalks
  - Design 5' wide sidewalk at the back of curb along the south side of W. Boyd St. from S. Berry Rd. to S. Pickard Ave. Design 5' wide sidewalk near right of way from S. Pickard Ave. to S. Flood Ave.
  - Realign approximately 100' of existing sidewalk along the north side of W. Boyd St. in the vicinity of the roadway structure over Imhoff Creek. Remove existing sidewalk bridge.
  - Design and detail retaining walls on west end of the project. Retaining walls are anticipated to utilize spread footings and be no longer than 200' in length.
  - Replace curb ramps and at the northwest, southwest, and southeast corners of the W. Boyd St. and S. Berry Rd signalized intersection.
  - Replace curb ramp at the southwest corner of the W. Boyd St. and S. Flood Ave signalized intersection.
  - Replace curb ramps at all corners of the W. Boyd St. and S. Pickard Ave stop-condition intersection.

- Add curb ramps and crosswalk across Broad Ln.
  - Sidewalks and curb ramps will meet ADA requirements and be designed in accordance with the latest City of Norman and Oklahoma Department of Transportation (ODOT) standards and specifications.
- Roadway Drainage Structure
  - Remove and replace existing roadway structure over Imhoff Creek.
  - Existing storm sewer that outfalls into Imhoff Creek at the roadway drainage structure will be left in place.
  - Provide plan, elevation, and cross section along with necessary structural details of the roadway box culvert.
  - Roadway structure will carry two (2), 13' lanes of traffic and two (2), 6' sidewalks at back of curb, and will be protected with pedestrian rail on the outside of sidewalk.
  - Design tie-in between proposed roadway drainage structure and existing channel walls.
  - Full depth roadway replacement of approximately 25 ft on either side of the structure, using City of Norman's Standard Asphalt Street Section, ST 01.
  - Design roadway drains or inlets within the limits of the Imhoff Creek structure replacement to convey flow into the channel.
- Traffic signal modification plans, provided by Traffic Engineering Consultants, Inc. will include the intersections of W. Boyd St. and S. Berry Rd. and W. Boyd St. and S. Flood Ave. The plans will be developed in accordance with the latest City of Norman and Oklahoma Department of Transportation (ODOT) standards and specifications.
- Miscellaneous Design
  - Provide completed ODOT standard Storm Water Management Plan sheet.
  - Provide traffic control detour route for full road closure during construction.
  - Provide layout of existing driveways, sidewalks, curb ramps, sidewalk bridge, and roadway drainage structure to be removed.
  - Provide signing and striping layout.

#### **TASK 1 SERVICES – PRELIMINARY DESIGN SUBMITTAL**

This task includes the work required to complete preliminary design as outlined above. Detailed scope items are as follows:

- Perform field investigation, as outlined above.
- Submittal of preliminary plans including sidewalks, curb ramps, estimated retaining wall limits, and roadway structure size, plan, and elevation.
- Preliminary plans will not include traffic signal modifications.
- Attend one (1) design review meeting with the City of Norman.

#### **TASK 2 SERVICES – FINAL PLAN SUBMITTAL**

This task includes the work required to complete the 90% final review design plans, final design plans, and specifications as outlined above. Detailed scope items are as follows:

- Submit 90% final review design plans, including traffic signal modifications, and construction estimate to the City of Norman for review.
- Attend one (1) design review meeting with the City of Norman.
- Prepare final plans, specifications, and construction estimate.

- Complete a Quality Assurance/Quality Control (QA/QC) review.

### **TASK 3 SERVICES – BIDDING SERVICES**

This task includes the work required to perform the bidding service assistance for construction plans prepared as part of this contract. Detailed scope items are as follows:

- Attend and assist with one (1) bid opening meeting.
- Answer questions and provide clarifications to contractors as needed.

### **ADDITIONAL SERVICES (NOT INCLUDED IN SCOPE)**

- Utility relocation coordination services
- Environmental services and 404 permit applications
- Bidding services, construction administration services, or as- built drawings
- Right-of-way plans, legal descriptions, or exhibits for required permanent easements
- Right-of-way acquisition services
- Construction staking
- Property or boundary survey(s)
- Elevation certificate(s)
- NEPA study
- Traffic study and/or counts
- Public Meetings
- Geotechnical services
- Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR)

The City of Norman reserves the right to include the above items as a supplement to this proposal and Aguirre & Fields shall be paid for additional services through a separate agreement.

**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. SUBCONSULTANT 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 (Anticipated)	July 23, 2025
30% Preliminary Plans	November 25, 2025
90% Final Review Plans	February 20, 2026
PS&E	March 27, 2026

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 \$ 268,300.00 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	\$115,000.00
Task 2 – Traffic (TEC)	\$23,100.00
Task 3 – Bridge / Structural	\$92,000.00
Task 4 – Survey (White Hawk)	\$20,200.00
Task 5 – Geotechnical Testing	\$0.00
Task 6 – Environmental Clearance	\$0.00
Task 7 – Right-of-Way	\$0.00
Task 8 – Utilities	\$0.00
Task 9 – Construction	\$3,000.00
Task 10 – Additional Items (Utility Potholing, if required, Sidewinder)	\$15,000.00
<b>TOTAL COMPENSATION</b>	<b>\$268,300.00</b>

**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.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/07/2025

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).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> Rachel Townsend & Michelle W. <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> 713-490-4700 <b>E-MAIL ADDRESS:</b> rachel.townsend@usi.com														
<b>INSURED</b> <b>Aguirre &amp; Fields L.P.</b> <b>7215 New Territory Blvd, Suite 100</b> <b>Sugar Land, TX 77479</b>	<table border="1"> <thead> <tr> <th data-bbox="803 430 1437 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 430 1575 472">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 472 1437 504"><b>INSURER A:</b> American Casualty Company of Reading PA</td> <td data-bbox="1437 472 1575 504"><b>20427</b></td> </tr> <tr> <td data-bbox="803 504 1437 535"><b>INSURER B:</b> Continental Insurance Company</td> <td data-bbox="1437 504 1575 535"><b>35289</b></td> </tr> <tr> <td data-bbox="803 535 1437 567"><b>INSURER C:</b> Continental Casualty Company</td> <td data-bbox="1437 535 1575 567"><b>20443</b></td> </tr> <tr> <td data-bbox="803 567 1437 598"><b>INSURER D:</b> SiriusPoint Specialty Insurance Corp</td> <td data-bbox="1437 567 1575 598"><b>16820</b></td> </tr> <tr> <td data-bbox="803 598 1437 630"><b>INSURER E:</b></td> <td data-bbox="1437 598 1575 630"></td> </tr> <tr> <td data-bbox="803 630 1437 653"><b>INSURER F:</b></td> <td data-bbox="1437 630 1575 653"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> American Casualty Company of Reading PA	<b>20427</b>	<b>INSURER B:</b> Continental Insurance Company	<b>35289</b>	<b>INSURER C:</b> Continental Casualty Company	<b>20443</b>	<b>INSURER D:</b> SiriusPoint Specialty Insurance Corp	<b>16820</b>	<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> American Casualty Company of Reading PA	<b>20427</b>														
<b>INSURER B:</b> Continental Insurance Company	<b>35289</b>														
<b>INSURER C:</b> Continental Casualty Company	<b>20443</b>														
<b>INSURER D:</b> SiriusPoint Specialty Insurance Corp	<b>16820</b>														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## 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 <input type="checkbox"/> 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:			6075923106	02/10/2025	02/10/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6075923087	02/10/2025	02/10/2026	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"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			6075923056	02/10/2025	02/10/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075923073	02/10/2025	02/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			PROVAE000001201	02/07/2025	02/07/2026	\$3,000,000 per claim \$3,000,000 annl aggr.

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

**Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms, including completed operations CNA75079XX 03-22 (GL); CA 20 48 10 13 (Auto). Blanket Per Project Aggregate is provided if required by contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA74826XX (1-15) Umbrella Follows Form (See Attached Descriptions)**

## CERTIFICATE HOLDER

## CANCELLATION

City of Norman  
 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



## DESCRIPTIONS (Continued from Page 1)

(CNA75504XX (03-2015). Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss. Blanket Waiver of Subrogation is provided on all policies (including Professional Liability) as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA74858XX 1-15 (GL); CA 04 44 10 13 (Auto); WC 42 03 04 B (06-2014) (WC); Umbrella Follows Form (CNA75504XX (03-2015) and SSIC PRO AE 002 11 23 (PL). All policies include an endorsement providing that 30 day notice of cancellation, except 10 day notice for non-payment of premium, will be given if required by written contract.



**AGUIRRE, LLC – GENERAL PARTNER - SECRETARY’S CERTIFICATE**

March 31, 2017

The undersigned, being a duly elected Secretary of Aguirre, LLC – General Partner (Aguirre & Fields, LP) hereby certifies that:

1. I am a duly elected, qualified and acting Secretary of Aguirre, LLC – General Partner.
2. Aguirre & Fields, LP is a Texas Limited Partnership duly formed and validly existing under and by virtue of the laws of the State of Texas.
3. Christine R. Crosby is the duly elected, qualified and acting Vice President, who is authorized to execute, on behalf of Aguirre & Fields, LP, Aguirre, LLC – General Partner:
  - All documents for Aguirre & Fields, LP, Aguirre, LLC – General Partner
4. The following signature of Christine R. Crosby is the true and authentic signature:

Name

Title

Signature

Christine R. Crosby Vice-President



**IN WITNESS WHEREOF**, the undersigned Secretary of Aguirre, LLC – General Partner has hereunto set his hand as of the date first set forth above.

By: 

Name: Oscar R. Aguirre

Title: Aguirre, LLC – General Partner,  
President