

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Garver, LLC, (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to conduct a condition assessment of the Lift Station D facility and flow equalization basin. This condition assessment will document current status and challenges with the facility and develop recommendations to rehabilitate or repair components critical to lift station performance, as described in Attachment B; Scope of Services, and;

WHEREAS, OWNER requires engineering services in connection with the PROJECT (the SERVICES) (the SERVICES); and (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER 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

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

ARTICLE 5 – COMPENSATION

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

ARTICLE 6 - OWNER’S RESPONSIBILITIES

6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER 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 ENGINEER.

- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in 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 ENGINEER's SERVICES or PROJECT construction.
- 6.6. Hazardous Substances: Unless otherwise provided in this Agreement, Contractor shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous material or waste in any form at the Project site. If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER 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.

ARTICLE 7 - STANDARD OF CARE

ENGINEER 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. ENGINEER 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, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, 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) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, 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) 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. The ENGINEER 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 the ENGINEER 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. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. To the extent permitted by applicable law, OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER 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 ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

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

ENGINEER 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 ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, 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 ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER 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, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER 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 ENGINEER 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 ENGINEER. ENGINEER 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 ENGINEER 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 ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER 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 ENGINEER 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:

ENGINEER: Cole Niblett, P.E. Garver, LLC
750 SW 24th Street Suite 200
Oklahoma City, OK 73160
405-666-2827
MCNiblett@GarverUSA.com

OWNER: Ken Giannone, Capital Projects Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-217-7778
kenneth.giannone@normanok.gov

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

ARTICLE 16 – WAIVER

A waiver by either OWNER or ENGINEER 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 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

- A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.
- C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 – INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. 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
Exhibit 1 – Project Location Map

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER 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.

ARTICLE 21 - ACKNOWLEDGEMENT.

If ENGINEER 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, ENGINEER hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

[Signatures follow]

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

DATED this _____ day of _____, 20_____.

Garver, LLC – ENGINEER

ATTEST

By: Mary Elizabeth Maeh
Title: Vice President

[Signature]
Project Manager

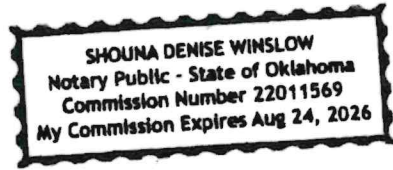
STATE OF Oklahoma, COUNTY OF Cleveland, SS:

Before me, the undersigned, a Notary Public in and for said Mary Elizabeth Maeh of the Garver, LLC, its Vice President, to me known to be the identical person(s) who executed the foregoing Norman Lift Station D Condition Assessment 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 13 day of April, 2026.

My Commission Expires: Aug 24, 2026



Notary Public: Shouna D Winslow

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 22 day of April, 2026.

[Signature]
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20_____.

ATTEST

By: _____
Title: _____

ATTACHMENT A

SCHEDULE

ENGINEER shall begin work under this Agreement within fourteen (14) days of Notice to Proceed and shall complete the work in accordance with the proposed (overall) Project schedule.

Phase Description	Calendar Days
Kickoff Workshop	14 days from NTP
Condition Assessment and Capacity Evaluation	90 days from NTP
Draft Condition Assessment Report	30 days from Completion of the Condition Assessment and Capacity Evaluation
Condition Assessment Report Workshop	14 days from delivery of Draft Condition Assessment Report
Final Condition Assessment Report	21 days from OWNER's comments on Draft Report

ATTACHMENT B
SCOPE OF SERVICES

General

Generally, this scope of services for the OWNER's Lift Station D Condition Assessment includes engineering services to evaluate current condition and capacity of the existing Lift Station D. This condition assessment will identify the current status and condition of major assets, and develop recommendations for rehabilitating or improving areas of primary concern.

The evaluation is limited to the project extents shown in the attached Figure 1. The following components associated with Lift Station D will be evaluated:

- A. Influent screens
- B. Screening washer/compactors
- C. Lift station equipment and personnel access
- D. Pumps and associated discharge piping, valves, and appurtenances
- E. Visual observation of wet well and associated coatings, grating, and access features
- F. Lift station and flow equalization basin (FEB) valves and piping (observation will only include above-grade, exposed piping and appurtenances)
- G. Lift station instrumentation
- H. Heating, ventilation, and air conditioning (HVAC)
- I. Visual structural observation of the lift station building/roof and FEB concrete
- J. Maintainability (Bypass configuration and equipment access)
- K. Electrical equipment (Variable frequency drives (VFD), programmable logic controllers (PLC), and major switchgear)

Task 1 – Project Administration

- 1.1 ENGINEER will attend one in-person, kickoff meeting and site visit with up to six (6) ENGINEER team members to discuss project objectives, internal and external team member roles and responsibilities, communication protocols, document management protocols, and schedule.
- 1.2 ENGINEER will develop a list of requested data and information, anticipated to include at least the following:
 - A. Original Record Drawings
 - B. Maintenance records for all major equipment (last 3 years)
 - C. Lift Station D influent and effluent flow data (last 3 years)
 - D. O&M Manuals for mechanical equipment
 - E. Construction submittals for mechanical equipment
 - F. Hydrogen Sulfide (H₂S) Assessment Report (completed by others)
 - G. Manhole assessment documents
 - H. Previous arc flash reports
 - I. Previous geotechnical reports
- 1.3 ENGINEER will develop a Project Management Plan (PMP) and Quality Assurance/Quality Control (QA/QC) Plan to be executed at each milestone defined in Attachment A.

- 1.4 ENGINEER will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 2 – Lift Station D Condition Assessment

ENGINEER will develop a Lift Station D Condition Assessment Report outlining findings and recommendations made during the assessment, as outlined in 2.1 and 2.2 below.

2.1 Condition Assessment

ENGINEER will conduct a visual condition assessment of the lift station with a minimum of six (6) personnel. During the site visit, ENGINEER will discuss operational considerations, staff requirements, and system preferences. The ENGINEER team will denote any major observed deficiencies of the facility and identify any operational deficiencies discussed with OWNER during the visit and document them in the Draft Condition Assessment Report.

As part of this assessment, ENGINEER will not conduct any destructive or material testing as part of the condition assessment and rely on what can be visually observed or evaluated through OWNER-provided information. ENGINEER will also review the OWNER's recently completed H2S Assessment Report, and provide recommendations for next steps or future considerations for H2S mitigation at Lift Station D.

ENGINEER will document the installation date and expected useful life of major assets. Equipment will also be ranked on a relative scale (poor, to fair, to good). ENGINEER will work with OWNER to establish a simple matrix evaluation using remaining useful life, relative condition rating, and other relevant criteria to allow prioritization of improvements based on the established ranking. ENGINEER will develop a project prioritization matrix and include recommendations for rehabilitation and improvement of the lift station.

ENGINEER will provide conceptual cost estimates for replacement of equipment identified to be in poor condition based on the condition assessment. All the conceptual cost estimates will be Class 4 estimates as defined by the Associated for Advancement of Cost Engineering (AACE), which are consistent with cost estimates developed for studies and budget control. The expected accuracy range for the estimates is -30% to +50% of the estimated values.

2.2 Capacity Evaluation

ENGINEER will use current flow data and future flow projections from the most recent Wastewater Master Plan, completed by Garver in 2025, to evaluate the following:

- A. Review current lift station pump design and layout to verify if the existing capacity can meet current and projected flows.
- B. Develop a 10% conceptual design for a future FEB expansion to handle projected flows. The conceptual layout location will include plan layout, volume, and conceptual dimensions. ENGINEER will use OWNER provided geotechnical reports to develop conceptual sizing for structural foundations.
- C. ENGINEER will develop a 10 % conceptual design for a bypass plan identifying recommended connection locations and necessary infrastructure to bypass the lift station for major improvements and shutdowns. The bypass plan will not include detailed specifications for temporary pumping that might be needed for a future bypass scenario.

2.3 Condition Assessment Report and Workshop

ENGINEER will submit a Draft Condition Assessment Report to OWNER outlining the findings and recommendations as described in 2.1 and 2.2. ENGINEER will present the findings of the report at a Condition Assessment Report Workshop. During the Workshop, discussion topics and comments made by OWNER will be documented in meeting

minutes, which will be distributed by ENGINEER following the workshop. OWNER's comments will also be incorporated into the Final Condition Assessment Report.

ENGINEER will deliver the Final Condition Assessment Report to OWNER electronically in PDF format.

PROJECT DELIVERABLES

The following will be submitted to the OWNER, or others as indicated, by ENGINEER:

- A. Electronic copies (.pdf) of the Draft and Final Lift Station D Condition Assessment Report.
- B. Electronic copies (.pdf) of the submittals of meeting minutes and workshop presentations.
- C. Electronic files as requested.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Survey or Design services of any kind other than those stated above.
- B. Destructive materials testing.
- C. Pump drawdown testing.
- D. H2S monitoring or sampling.
- E. Development of Facility Observation Forms or business case evaluations.
- F. Submittals or deliverables in addition to those listed herein.
- G. Geotechnical services.
- H. Bidding and construction phase services.
- I. Regulatory sampling.
- J. NPDES permitting or reporting.

ATTACHMENT C**COMPENSATION**

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Basic Task Section	Lump Sum Amount
1	Project Administration	\$2,700
2.1	Condition Assessment	\$36,520
2.2	Capacity Evaluation	\$16,720
2.3	Condition Assessment Report and Workshop	\$18,930
	Subtotal for Basic Tasks	\$74,870

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the OWNER in writing, the OWNER will pay ENGINEER as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of ENGINEER's personnel (may include contract staff classified at ENGINEER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. Rates will be increased annually with the first increase effective on or about July 1, 2027.

**EXHIBIT 1
PROJECT LOCATION MAP**

Lift Station D Condition Assessment Project Extents

