

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and The Gooden Group, INC. (CONSULTANT) for the following reasons:

1. OWNER intends to develop and implement a public information plan to educate residents about the impact of a bridge maintenance bond (the Project); and,
2. OWNER requires certain polling survey, brand development, strategic planning and public information 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 1 day of May, 2023.

### **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, Gooden Group Proposal.

### **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 A, Gooden Group Proposal. 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 C, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such 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 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, 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 authorized agents, representatives, contractors or subcontractors, 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 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.

#### **ARTICLE 11 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, logos, media files, and survey results 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 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and survey information 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.

#### **ARTICLE 13 - 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 14 - 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 15 - 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**

The Gooden Group Inc.  
Tristan Shutt  
Principal  
2611 Kelley Pointe Parkway  
Edmond, OK 73013

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

#### **ARTICLE 16 - RESPONSIBILITY FOR EXPENSES**

Except as otherwise expressly provided in this AGREEMENT, OWNER shall not be responsible for expenses incurred by CONSULTANT in performing services under this AGREEMENT. All expenses incident to the performance of services under this AGREEMENT shall be borne by the CONSULTANT, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by CONSULTANT. CONSULTANT shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this AGREEMENT, including, but not limited to any personal property used by employees and agents of CONSULTANT in the performance of such services.

#### **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, and C 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 - INDEPENDENT CONTRACTOR**

- a. OWNER and CONSULTANT agree that in the performance of the services, CONSULTANT shall be, and is, an independent contractor, and that CONSULTANT and its employees are not employees of OWNER. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting CONSULTANT.
- b. CONSULTANT shall be solely responsible for, and shall save OWNER harmless from, all matters relating to the payment of CONSULTANT'S employees, agents, subcontractors and sub-consultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. CONSULTANT acknowledges that CONSULTANT and CONSULTANT'S employees are not entitle to receive from OWNER any of the benefits or rights afforded employees of OWNER, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

#### **ARTICLE 23 - 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 24 - 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 25 - 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 The Gooden Group, INC. have executed this AGREEMENT.

DATED this 17<sup>th</sup> day of MAY, 2023.

The City of Norman  
(OWNER)

Signature

Name

Title

Date

The Gooden Group Inc.  
(CONSULTANT)

Signature

Name

Title

Date

Attest:

Attest:



Approved as to form and legality this 17 day of May 2023.

City Attorney



# Research and Public Information Services for the City of Norman

## Prepared For

Tiffany Vrska, Chief of Communications

Darrel Pyle, City Manager

The City of Norman



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## SITUATION

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The City of Norman is introducing a bond to fund the resurfacing, rehabilitation and reconstruction of 11 bridges over the next five years. Residents are expected to consider and vote on whether to approve the bond. To support the City's public information efforts surrounding the bond, Gooden Group will provide research, message development and public outreach to provide residents the information they need to participate in the process and cast their vote..

## GOAL

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Develop and implement a public information plan to educate residents about the bridge maintenance bond's impact.



# SCOPE AND COMPENSATION

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In order to generate local interest for the City of Norman's bridge maintenance bond vote, Gooden Group will focus on the following strategic areas. With the projected project completion window of May 1 - October 31, 2023, we are proposing a combination of research and branding services (fixed cost) and Gooden Group's message development, strategy and public information services (flat monthly fee during the project period.)

**Total project fee - \$49,700**

## RESEARCH

Working with our research partner Amber Integrated, Gooden Group will develop, administer, analyze and present findings of two surveys, a voter attitude survey and a follow-up message test survey.

### PHASE ONE: VOTER ATTITUDE SURVEY

#### ONE-TIME COST: \$17,250

A voter attitudes survey to inform campaign strategy with 400 respondents and 20 questions. This survey will serve two main purposes: determining the best date for the election and establishing a baseline of knowledge. The survey will be designed to capture attitudes and beliefs toward the bond issue and identify patterns in voting behavior among different groups of voters. It will include questions about demographics, voting intentions, and knowledge of the bond issue. The results of the survey will inform our campaign messaging, including highlighting the most compelling arguments and identifying potential areas of concern.

### PHASE TWO: FOLLOW-UP MESSAGE TEST SURVEY

#### ONE-TIME COST: \$20,700

A voter message test with 400 respondents and 25 questions will determine the effectiveness of educational messages for this Norman bond election. It involves exposing respondents to different messages and analyzing their responses to determine the most effective messages to educate residents.



## SCOPE AND COMPENSATION, CONT.

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### BRAND DEVELOPMENT

#### ONE-TIME COST: \$3,750

Gooden Group can create a cohesive visual identity for the City of Norman's upcoming bridge maintenance efforts, including developing a logo that could be used on communications, signage, web updates, and video work related to related projects. The existing City of Norman logo would be referenced in the development of the road and bridge-specific visual cues, and opportunities and strategies for co-branding can also be explored as part of the effort.

### MESSAGE DEVELOPMENT, STRATEGIC PLANNING AND PUBLIC INFORMATION SUPPORT

#### MONTHLY FEE: \$2,000 July 1 - October 31, 2023 (\$8,000 total)

Develop a set of key messages informed by message testing results, past public information efforts, and long-term goals of the City. Work with the City of Norman's leadership to build a sequenced plan of action to incorporate the key messages into communications that will be deployed on each of the City of Norman's regular channels.



## ABOUT

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### GOODEN GROUP

Founded in 1985, the Gooden Group is a medium-sized public relations firm with a select client roster anchored by several significant Fortune 500 companies. Gooden Group is headquartered in Oklahoma City and has a strong relationship with clients spanning a wide breadth of industries. In 2017, the firm added Tristan Shutt and Katy Gustafson as principals. In 2022, Gooden Group completed a multi-year ownership transition from founders Brent Gooden and Valerie Gooden. Shutt and Gustafson bring more than 30 years combined experience serving the firms' clients. Together, they lead a team of seasoned communications professionals who support clients in periods of growth and transition, in times of crisis, through small victories and major milestones. With eyes on the industry's future, the firm remains rooted in its focus on client success.

### AMBER INTEGRATED

Amber Integrated (AI) offers our clients the opportunity to pursue success with the most complete set of tools available in an environment that is more data-driven, digitally focused, and fast-paced than ever. AI has a polling partnership with the state of Oklahoma's largest newspaper, The Oklahoman. Our work has also been cited in the Tulsa World, Newsweek, FiveThirtyEight, and many other publications.



## TEAM

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**Beth Harrison**

SENIOR ACCOUNT DIRECTOR

Beth joined the Gooden Group as a senior account director in 2022 bringing with her more than 20 years of experience leading strategic communications, global stakeholder engagement and crisis management for a number of well-known brands such as Walmart Stores, Inc., 3M Company, Integris Health System and Oklahoma City Public Schools. Based in Oklahoma City, Beth holds a bachelor's degree in English from Southwestern Oklahoma State University.



**Tristan Shutt**

APR / PRINCIPAL

Tristan Shutt is an accredited strategic communications professional based in Oklahoma City. Tristan joined the Gooden Group in 2005. With experience working with clients from a wide array of industries, including a global tech company and an international NBA player, his passion has always been his clients' success. The Journal Record named Tristan an Achiever Under 40 in 2015. Before joining the Gooden Group, Tristan toured the U.S. and wrote for a Grammy Award-nominated musician. Tristan graduated from Oklahoma Baptist University with degrees in public relations and creative writing.



## TEAM

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### Jackson Lisle

PARTNER // AMBER INTEGRATED

Jackson Lisle is a founding partner at Amber Integrated (AI), Oklahoma's only fully integrated government relations, political consulting, strategic communications, market research and advertising services firm. Prior to helping launch AI, Jackson was a partner at The Right Strategy Group. In his role at AI, Jackson specializes in data driven political strategy on a local, state, and federal level. Jackson brings experience in political consulting, campaign strategy, voter outreach, project budgeting, polling, data analysis, grassroots development and branding. Jackson also has experience implementing and managing legislative advocacy campaigns for associations, trade groups, and businesses. Jackson graduated from the University of Oklahoma with a degree in Accounting and Finance and a minor in Constitutional Studies. Jackson is a proud member of the Citizen Potawatomi Nation. He is a graduate of Oklahoma City's LOYAL Class XIV. Jackson enjoys playing golf and traveling with his wife Rachal.

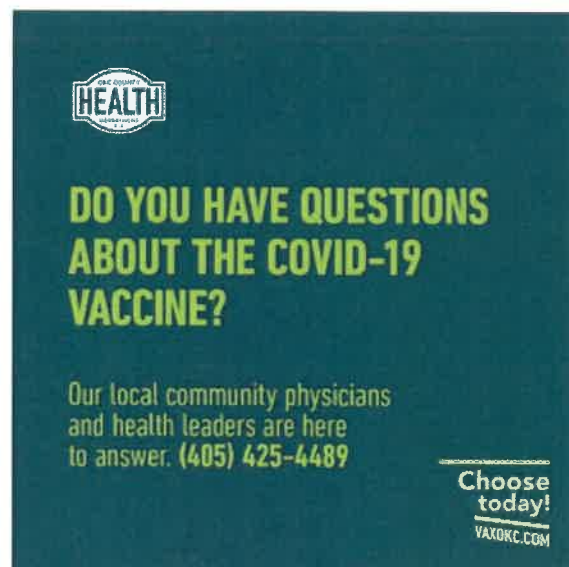


## RELEVANT EXPERIENCE

### Vaccine Campaign for the Oklahoma City-County Health Department

In Oklahoma, COVID-19 vaccinations were readily available and accessible to anyone age 12 and up, regardless of risk level. However, despite widespread availability, vaccination rates were slowed significantly, leaving the state among the bottom 10 for vaccination rates in the country. While Oklahoma County had one of the highest vaccination rates in the state, at 45.9% it was still below the national average of 49.4%, and the much lower surrounding county rates left the metro-area vulnerable.

The high level of vaccine hesitancy in the Oklahoma City-County Health Department's service area and surrounding communities presented a significant barrier to achieving higher vaccination rates. Misinformation about COVID-19 and the vaccine is rampant on the internet and is the cause for many to avoid getting the shot. Others, concerned that the Food and Drug Administration (FDA) had only granted emergency use authorization (EUA) and not full approval of the available vaccines, expressed they would like to take the "wait and see" approach and hold off on taking the vaccine until there is more data on the effects it has on those who have been vaccinated.







## Goals

- Motivate unvaccinated Oklahoma County residents to receive the COVID-19 vaccine, with primary focus on OCCHD's target populations, in order to limit community spread and improve overall public health outcomes.
- Reinforce the critical role that OCCHD plays in educating and providing resources to Oklahoma County.
- Emphasize the importance of receiving a 2nd dose and booster vaccines (if applicable).

## Research

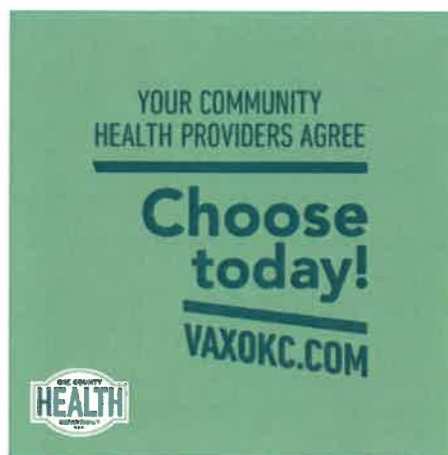
Research conducted included:

- Initial sentiment survey conducted in September 2021
  - Gooden Group's partner conducted an initial survey to gauge sentiment around the vaccine and to determine the most effective messaging, strategies and spokespersons.
  - The data was used to shape all aspects of the campaign.

## Audiences

Target audiences included people who were:

- Not vaccinated
- Undecided
- Vaccine-hesitant
- Fully vaccinated and eligible for booster shots
- Partially vaccinated
- Parents with children ages 5-17



## Results





- Created a comprehensive marketing and PR campaign to encourage the community to get the vaccine and combat misinformation surrounding the vaccine.
- Completed website updates to support paid and earned media and coalition-building strategies
- Through research, found friends and family were influential in encouraging vaccine decision
- Developed friends and family toolkit to assist with talking to friends and family who were unvaccinated
- Direct ads targeted towards unvaccinated
- Doctors and other medical professionals portrayed in the ads (pediatricians, general practitioners, nurses, etc)
- Produced videos for broadcast, CTV (like Hulu), and social media ads.
- Social media ads were heavily targeted, driven by data to determine who was vaccinated or not.
- Once vaccines for kids 5+ were available, ad campaign was created and centered towards parents for broadcast (morning), CTV (like Hulu) (morning), and social media ads.
- Ads created for vaccinated people who were eligible for booster shot (just social media)
- A mailer was designed and distributed to areas with low vaccination rates
- Designed and placed outdoor signage (digital billboards) in counties with low vaccination rates
- Second sentiment survey conducted in February 2022
  - Gooden Group's partner conducted a second survey toward the end of the campaign to gauge effectiveness.
  - Sentiment around the feedback provided from commercials, online ads, billboards, social media posts, etc.

**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 – Gooden Group Proposal, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	May 15, 2023
Phase One: Voter Attitude Survey	90 days after NTP
Phase Two: Follow-Up Message Survey	180 days after NTP
Brand Development	224 days after NTP
Message Development	254 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  
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, 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 provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.