

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Professional Engineering Consultants, P.A., (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to replace approximately 8,000 feet of 6-inch and 8-inch water line and confirm service line materials in the Royal Oaks Housing Addition;

WHEREAS, OWNER requires engineering services for the development of construction plans and specifications in connection with the PROJECT (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), survey data related to field location of above ground and underground utilities, 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:** 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 **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: Joseph Voss, P.E., Project Manager
Professional Engineering Consultants, P.A. (PEC)
415 N Broadway Avenue
Oklahoma City OK 73102
405-923-5420
Joe.Voss@pec1.com

OWNER: Peter Wolbach, Staff Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-217-7778
peter.wolbach@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.

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

DATED this 7th day of January 2026.

Professional Engineering Consultants, P.A.

By:



ATTEST

Title:

Vice President | Municipal Markets



Team Lead | Civil Municipal Services

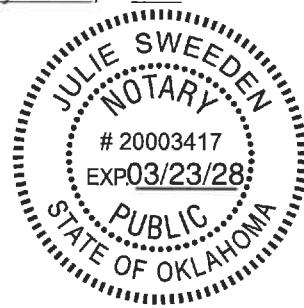
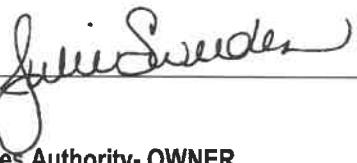
STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said _____ of the _____, its _____, to me known to be the identical person(s) who executed the foregoing Alexander M Darby 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 7th day of January, 2026.

My Commission Expires: March 23, 2028

Notary Public:



Norman Utilities Authority- OWNER

APPROVED as to form and legality this 1 day of Jan, 2026.



City Attorney

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

ATTEST

By:

Title:

ATTACHMENT A
SCHEDULE

Task	Task Description	Days After Task*
1.0	Preliminary Design 65%	NTP
1a	Kickoff/Workshop Meeting	7
1b	Field Reconnaissance	21
1c	Field Locate of Utilities	-
1d	65% Design Drawings	60 day following Task 1c
1e	Preliminary Cost Estimate	60 day following Task 1c
1f	65% Design Review Meeting	65 day following Task 1c
2.0	Final Design	Following Task 1g
2a	Incorporate review comments	45
2b	Water Model	45
2c	ODEQ Permitting	45
2d	Update plans with ODEQ comments	ODEQ NTP
2e	Prepare Construction Plans and Specifications	30
2f	Review Meeting	37
2g	Incorporate review comments	60
2h	Prepare Construction Cost Estimate	60
2i	Issue Final Plans and Specs	70
3.0	Bidding	NTP on Bidding
3a	Distribute electronic plans	7
3b	Hold Pre-bid meeting	20
3c	Issue Addend	24
3d	Prepare Engineer's Cost Estimate	24
3e	Review Bids	37
3f	Provide conformed contract documents	48
4.0	Limited Construction Administration	Contractor NTP
4a	Coordinate pre-construction meeting	7
4b	Review and approve submittals	TBD
4c	Review and respond to RFI	TBD
4d	Review and approve monthly pay claims	TBD
4e	Prepare documentation for CO or amendments	TBD
4f	Monthly Project Meetings	TBD
4g	Participate in final inspection	TBD
4h	Punchlist inspection	TBD
4i	Provide Recommendations	TBD
5.0	As-Built Drawings/Documents	Receive As-Built Survey
5a	Update Construction Plans	60
5b	Provide all as-builts drawing files	60

*Note: Does not include holidays, stop work, contractor, permitting, or other unforeseen delays

ATTACHMENT B
SCOPE OF SERVICES

SCOPE OF SERVICES

General Project Scope:

The general scope of work for this project will be the development of construction plans for the water line replacement in the Royal Oaks Housing Addition. All design and construction requirements of the City of Norman will be followed for the replacement of approximately 8,000 linear feet of 6-inch and 8-inch water line. It is understood the scope of work will encompass, but not be limited to: research of existing public and private utility owners; development of a preliminary construction plans; identification of potential construction issues, and preliminary estimated construction costs; participation in a preliminary review meeting with staff and other stakeholders; conduct utility conferences with all effected utility line owners; completion of final construction plans for review; participate in a final review meeting with staff; prepare bid documents for the owner to advertise and take competitive bids; provide limited construction administration support services; and the culmination of the project by the delivery of as-built plans.

Meeting associated with Task items will be in-person and progress meetings will be remote. Deliverables for each task will include one hard copy and one digital copy.

Task 1 – Preliminary Design

The Engineer will provide preliminary design services for the project including:

- A. Coordinate and hold an in-person project kickoff meeting with the owner to outline the project scope and anticipated project schedule. The meeting will include gathering of project expectations by the owner staff members and the design team;
- B. Conduct a field reconnaissance of the project area looking at above ground features and potential construction issues;
- C. Prepare Preliminary Construction Plans (65% Complete) for review by the owner. The preliminary construction plans will show the existing topographical ground features, existing utilities, existing and proposed water lines, domestic and fire service reconnections, detailed designs for tie-ins and intersections at zoomed scales, restoration requirements, any additional right-of-way or easements required for construction, and preliminary construction quantities;
- D. Prepare preliminary construction cost estimate;
- E. Participate in in-person review meeting with Owner.

Task 2 – Final Design

The Engineer will provide final design services including:

- A. Incorporate review comments from 65% plan review;
- B. Complete ODEQ Engineering Report and Permit to Construct documents for waterline installation.

- C. Update plans with ODEQ comments.
- D. Prepare construction plans, specifications, and supporting documents for the project; The final construction plans will include, but are not limited to:
 - 1. Title sheet
 - 2. Location map
 - 3. Estimated quantities and pay items
 - 4. General construction notes
 - 5. Construction quantity summary sheets
 - 6. Plan and profile sheets
 - 7. Construction detail sheets
 - 8. Erosion control sheets
 - 9. Storm water management plan.
- E. Participate in review meeting for final plans;
- F. Incorporate comments from review meeting for final plans;
- G. Prepare Engineer's Estimate for the proposed project; and
- H. Issue final construction plans and specifications signed and sealed by a licensed Oklahoma professional engineer for Owner approval.

Task 3 – Bidding

The Engineer will provide bidding services for the project including the following:

- A. Distribute electronic plans to prospective bidders and maintain plan holder list;
- B. Hold pre-bid meeting including preparation of agenda and minutes;
- C. Issue addenda as required;
- D. Prepare Engineer's Estimate for the proposed project incorporating addenda;
- E. Review bids, prepare bid tabulation, and provide contract award recommendation; and
- F. Provide conformed contract documents in electronic (PDF) format.

Task 4 – Limited Construction Administration

The owner will provide the overall project management and on-site construction inspection for the duration of the project's construction. The Engineer will provide limited construction administration and assist the owner in monitoring the construction progress for the project as follows:

- A. Coordinate and lead a pre-construction meeting;
- B. Review and approve all shop drawings and material submittals;
- C. Review and respond to all requests for information (RFI's);
- D. Review and respond to submitted contractor redlines;
- E. Review and approve monthly and final pay claims;
- F. Prepare documentation related to change orders and/or contract amendments;
- G. Attend monthly project meetings;
- H. Participate in final inspection and prepare punch list;
- I. Participate in punch list inspection; and
- J. Provide recommendation to accept upon completion of the work in accordance with the contract documents

Task 5 – As-Built Drawings/Documents

The Engineer will compile shop drawings, contractor redlines, and any known documented design changes into a final as-built drawing set. The drawing set will be an annotated pdf document showing changes to the design.

ATTACHMENT C
COMPENSATION

The OWNER will compensate the 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:

Task	Task Description	Total Fee Amount
1.0	Preliminary Engineering	\$56,000
2.0	Final Design	\$40,000
3.0	Bidding	\$7,000
4.0	Limited Construction Administration	\$20,000
5.0	As-Built Drawings/Documents	\$5,000
Total		\$128,000

ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

Verification of Non-Discrimination
Contract K-2526-116

NORMAN UTILITIES AUTHORITY

Verification of Non-Discrimination

IN ACCORDANCE WITH OKLAHOMA STATUTES TITLE 21, SECTION 1289.31, THIS FORM
MUST BE COMPLETED AND SUBMITTED BEFORE ANY AGREEMENT OVER \$100,000 CAN BE
APPROVED BY NORMAN UTILITIES AUTHORITY.

The undersigned person, of lawful age, being duly sworn, on oath represents, warrants, and covenants to the AUTHORITY, pursuant to 21 O.S. § 1289.31, 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, that ENGINEER 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.

Contractor agrees that this verification is hereby incorporated into and made part of Agreement for Engineering Services, Norman Utilities Authority contract number K-2526-116, as though fully set forth therein.

Professional Engineering Consultants, P.A.
(ENGINEER)

Signature



Name Alex Darby

Title Vice President of Municipal Markets

Date 01/03/2026

Attest:



Team Lead, Civil Municipal Engineering

STATE OF Oklahoma

COUNTY OF Tulsa

On this 5th day of Jan, 2020, the above signed personally appeared before me and affirmed that they are signing this document for the purposes stated herein and that they are signing in their representative capacity, having legal authority to sign this agreement on behalf of the entity identified herein.


TONYA JOBE
NOTARY PUBLIC

MY COMMISSION EXPIRES: March 10, 2029

MY COMMISSION NUMBER: 2500 2876

