

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT made and entered into this ____ day of _____ by and between Norman Utilities Authority, (hereinafter "OWNER"), and **Carollo Engineers, Inc.**, (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Engineering Services in connection with

Various Improvements to Noman Water Treatment Plant and Well Field.

(Project Description)

(hereinafter "Project"), and

WHEREAS, ENGINEER is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.

1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

SECTION 2- PAYMENT TO ENGINEER

2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay ENGINEER on the basis to be established in the Task Order for Services.

2.2 The ENGINEER is not responsible

for damage or delay in performance caused by events beyond the control of ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for the convenience of the OWNER or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.

2.3 OWNER reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the agreement, ENGINEER shall advise OWNER of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which event

- ENGINEER shall bill OWNER on an hourly basis together with cost of material.
- 2.4 In the event OWNER and ENGINEER cannot agree on equitable compensation for services rendered in making revisions, then, at OWNER's option, ENGINEER shall either continue performance under the revised Agreement and an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.
- 2.5 If ENGINEER's work products require revisions prior to construction bidding due to ENGINEER's errors or omissions, the exclusive remedy will be limited to revisions made by ENGINEER without compensation.
- 2.6 The ENGINEER shall bill the OWNER monthly indicating the services performed and the cost of such services.

OWNER agrees to pay invoices within 45 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

- 2.7 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:

Mr. Chris Mattingly, Utilities
Director
225 N Webster Ave
Norman, OK 73069

TO ENGINEER:

Mr. Thomas Crowley, PE
Carollo Engineers
211 N Robinson Ave, Ste
1300
Oklahoma City, OK 73102

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Carollo Engineers, Inc.
P.O. Box 30835
Salt Lake City, 84130-0835

unless otherwise informed on the face of the invoice.

SECTION 3 - MISCELLANEOUS

- 3.1 The OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to the ENGINEER's services, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- 3.2 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services

hereunder.

- 3.3 Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by OWNER or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence of ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- 3.4 The ENGINEER maintains, at its own expense, Worker's Compensation and Employers Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

SECTION 4 – LEGAL RELATIONS

- 4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated or consequential damages to the OWNER or any third party and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards. Additionally, ENGINEER

shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.

- 4.2 OWNER and ENGINEER shall each defend, indemnify and hold harmless the other and their respective principals, directors, officers and employees from and against claims, loss, liability, suits and damages, including attorney's fees, caused in whole or in part by either party's negligent acts, errors or omissions, willful misconduct or OWNER's lawful responsibility respectively or, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable regardless of whether or not such claim, loss, liability or damage is caused in part by a party indemnified hereunder.

In the event that both OWNER's and ENGINEER's wrongful act or lawful responsibility is the proximate cause of any liability or damages, then in such event, each party shall be liable for a portion of the damages and claim costs resulting therefrom equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs. Notwithstanding the foregoing, a party's defense obligation hereunder shall be limited to reimbursement of the other party's reasonable defense costs which are judicially determined to have been incurred as a result of the first party's negligence.

- 4.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The ENGINEER and OWNER agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed

conditions mandating a renegotiation of ENGINEER's services.

4.4 In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way OWNER's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates

4.5 If the project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER or ENGINEER. Both OWNER and ENGINEER shall be named as additional primary insured(s) by Contractor's General Liability and

Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

4.6 ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

4.7 The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

4.8 The ENGINEER's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the OWNER, the ENGINEER shall furnish to the OWNER both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media.

Because data stored in electronic media form can be altered, inadvertently, it is agreed that the

OWNER shall hold ENGINEER harmless from liability arising out of changes or modifications to ENGINEER'S data in electronic media form in the OWNER's possession or released to others by the OWNER.

SECTION 5 – TERMINATION OF AGREEMENT

- 5.1 If this Agreement is terminated with or without cause, in either event, OWNER shall provide:
- a. not less than five (5) working days' written notice of intent to terminate, and
 - b. an opportunity for good faith consultation prior to termination

SECTION 6 – DISPUTE RESOLUTION

- 6.1 Disputes arising during the course of this Agreement shall be promptly addressed at completion of construction when professional services, together with construction evaluation can be reasonably and fully assessed. The parties shall use best efforts to reach final resolution of disputes through meetings and negotiations required to resolve the dispute before any other forms of dispute resolution.

SECTION 7 – ENTIRE AGREEMENT

- 7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding

between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the OWNER and ENGINEER.

SECTION 8 – GOVERNING LAW

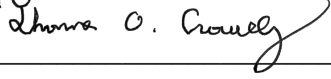
- 8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

Carollo Engineers, Inc. – ENGINEER

Digitally signed by Thomas O. Crowley
Contact Info: Carollo Engineers, Inc.
Date: 2025.10.09 15:00:07-05'00'

By:



Printed Name: Thomas O. Crowley, PE

Title: Vice President

Date: 10/08/25

By:

Printed Name: Becky Luna, PE

Title: Senior Vice President

Date: _____

By:

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20____

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

CHAIRMAN

SECRETARY