

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and H.W. Lochner, Inc. (CONSULTANT) for the following reasons:

1. The OWNER intends to perform a bridge discovery whereby detailed cost estimates for bridge replacement or rehabilitation are compiled for twenty (20) bridge locations within the City limits; and,
2. The OWNER requires certain professional administrative, technical, and analytical services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, the OWNER and the CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the 26th day of January, 2022.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

The CONSULTANT shall provide the SERVICES described in **Attachment A, Scope of Services**.

ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A, Scope of Services** to be completed by the 26th day of April, 2022, or 90 days from receipt of Notice to Proceed.

ARTICLE 5 - COMPENSATION

The OWNER shall pay the CONSULTANT in accordance with **Attachment B, Compensation**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

The OWNER shall be responsible for all matters described in **Attachment C, Owner's Responsibilities**. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. The OWNER represents that the CONSULTANT's use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The 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, the CONSULTANT shall maintain the following insurance:

1. General Liability Workmen's Compensation and Auto Liability insurance in accordance with the Political Subdivision Tort Claims Act of the State of Oklahoma.
2. Adequate worker's compensation insurance coverage to comply with State laws and employer's liability coverage in the minimum amount of \$100,000.
3. Comprehensive general liability insurance coverage with a minimum of \$100,000 per person and \$300,000 per accident for bodily injury or death and \$100,000 for property damage.
4. Comprehensive automobile liability insurance coverage with a minimum of \$50,000 per person and \$300,000 per accident for bodily injury or death and \$100,000 for property damage.

5. Professional Liability (errors and omissions) Insurance Certificate providing a minimum of \$100,000 policy value.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the 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 the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The 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 the **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 the 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 the CONSULTANT in **Attachment A, Scope of Services**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions which existence the CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by the 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 the 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 the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the CONSULTANT and its

sub consultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of the CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the OWNER nor the 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 the OWNER or the CONSULTANT under this AGREEMENT. The CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-7274 Phone

CONSULTANT:

H.W. Lochner, Inc.
Evan Ludwig, Vice President
701 Cedar Lake Blvd, Suite 230
Oklahoma City, Oklahoma 73114
1 (405) 748-6651

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

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the 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 available legal remedies.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The 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, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is the 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 the OWNER or the 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. 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 21 - INTEGRATION

This AGREEMENT, including **Attachments A, B, and C** incorporated by this reference, represents the entire and integrated AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the 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 the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and H.W. Lochner, Inc. have executed this AGREEMENT.

DATED this 19th day of January, 2022.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

H.W. Lochner, Inc.
(CONSULTANT)

Signature Evan Ludwig

Name Evan Ludwig

Title Vice President

Date 1-19-2022

Attest:

Donnelle Mez
Secretary

Approved as to form and legality this _____ day of _____ 2022.

City Attorney

LOCHNER

January 12, 2022

Brandon Brooks, EIT
Staff Engineer
City of Norman
201 West Gray, Bldg. A
Norman, OK 73069

H.W. Lochner, Inc.
701 Cedar Lake Blvd.
Suite 230
Oklahoma City, OK 73114
T 405.748.6651
hwlochner.com

RE: Bridge Bond Discovery Proposal

Mr. Brooks,

We are writing to provide a proposal for the development of detailed cost estimates for the proposed bridge bond program. The City of Norman has identified 20 bridges that will be replaced or rehabilitated through the bond program. The bridge locations are as follows:

- NBI 05274 – North Porter Avenue 0.6 Miles South of Franklin Road (Replace)
- NBI 06106 – 72nd Avenue NE 0.1 Miles South of Tecumseh Road (Replace)
- NBI 18958 – Imhoff Road 0.2 Miles East of Berry Road (Replace)
- NBI 09189 – 60th Avenue NE 0.5 Miles North of Rock Creek Road (Replace)
- NBI 05850 – East Robinson Street 0.6 Miles East of 72nd Avenue NE (Replace)
- NBI 09991 – Franklin Road 0.1 Miles West of 36th Avenue NE (Replace)
- NBI 18802 – 24th Avenue NE 0.9 Miles North of Robinson Street (Replace)
- NBI 05634 – 36th Avenue NE 0.2 Miles South of Robinson Street (Replace)
- NBI 07545 – 36th Avenue NE 0.5 Miles North of Franklin Road (Replace)
- NBI 26914 – East Post Oak Road 0.2 Miles East of 96th Avenue SE (Replace)
- NBI 07923 – Lindsey Street 0.1 Miles East of 48th Avenue SE (Replace)
- NBI 19451 – West Robinson Street 0.2 Miles East of 36th Avenue NW (Rehabilitate)
- NBI 19418 – Indian Hills Road 0.4 Miles East of Porter Avenue (Rehabilitate)
- NBI 12549 – Lindsey Street 100' West of Classen Boulevard (Rehabilitate)
- NBI 12330 – Boyd Street 500' East of Oklahoma Avenue (Rehabilitate)
- NBI 08335 – 24th Avenue SW 0.4 Miles south of Main Street (Rehabilitate)
- NBI 09865 – Robinson Street 0.5 Miles East of I-35 (Rehabilitate)
- NBI 10801 – Iowa Street 150' East of Merkle Drive (Resurface)
- NBI 19348 – Franklin Road 0.2 Miles West of 72nd Avenue NE (Rehabilitate)
- NBI 18911 – Main Street 0.3 Miles East of 24th Avenue SW (Rehab & Resurface)

Frontier Land Surveying, LLC will perform all survey services required. Refer to the attached exhibit from Frontier Land Surveying for the survey scope of work and services.

Olsson will perform all hydraulic services for the following structures:

- NBI 05274 – North Porter Avenue 0.6 Miles South of Franklin Road
- NBI 06106 – 72nd Avenue NE 0.1 Miles South of Tecumseh Road
- NBI 18958 – Imhoff Road 0.2 Miles East of Berry Road

EL
1-19-22

LOCHNER

Olsson will perform hydrology calculations and develop an HY8 model for each proposed bridge replacement for existing conditions and modify that model to estimate the proposed bridge size. A memo style report will be provided and will include the following in the memo:

- Contributing drainage area
- Computed flow rate used to size the proposed structure
- Size of the existing structure
- Size of the proposed structure

H.W. Lochner, Inc. will perform all detailed cost estimates for the proposed bridges. A line-item opinion of probable costs will be provided for each bridge with estimates for right-of-way, utilities, and engineering and inspection costs.

Our proposed fee schedule for these services is attached with this proposal. The total project fee, \$61,400.00, is a not-to-exceed value. If there should be a change in scope that leads to additional work or additional services are requested, we will negotiate a fee to provide the changes or additional services. Final documents will be delivered 90 days from receipt of notice to proceed. To expedite contract work prior to City Council approval, we request the City of Norman approve an initial amount of \$30,000.00 to begin the critical path items in schedule and allow work to begin immediately.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (405) 418-5882.

Respectfully,



Evan Ludwig, PE
Vice President
H.W. LOCHNER, INC.

January 7, 2022



Survey Proposal
For
LOCHNER

City of Norman
Hydraulics Study of Structures
Multiple Locations (TBD)
Design Survey Proposal

For:
Evan Ludwig, P.E.
Project Manager
LOCHNER
701 Cedar Lake Blvd, Suite 230
Oklahoma City, OK 73114

Understanding of Project

Pursuant to your request, Frontier Land Surveying is pleased to present this proposal for the City of Norman Hydraulics study. This following describes our understanding of the scope of work and services your project requires.

Structures to be surveyed

- NBI 06106 – 72nd Ave NE over Rock Creek
- NBI 18958 – Imhoff Rd over Imhoff Creek
- NBI 05274 – N. Porter Ave over Little River

SURVEY SERVICES

Frontier will perform topographic services at drain structure locations to provide items requested for a hydraulics study. Following is a list of items included but not limited to:

- Utilize VRS Network or existing control if provided to establish temporary control at each location for data collection.
- Collect a minimum of one channel cross section downstream of the existing structure at a location as close as possible to the existing bridge that is not hydraulically impacted by the existing bridge.
- Collect one cross section upstream within a maximum of 100 feet of existing bridge.
- Flowline elevations on upstream and downstream faces of the existing bridge
- Roadway elevations at the center of the bridge and each end of the bridge (at the centerline of the road)
- Existing bridge size and dimensions
 - If a bridge: the number of piers, the dimensions and orientation of piers and the elevation of the abutments
 - If an RCB: the dimensions of each barrel, the top elevation of the structure as well as the flowline
- The location and the elevation of the roadway low point closest to the bridge (fuse plug)

DELIVERABLE

- Following is a list of deliverables for the design topographic services:
 - Microstation DGN:
 - Topographic/planimetric features
 - Cross sections

Lump Sum Survey Fee (per structure)

\$11,400 (\$3,800)

Items not included in this estimate of services, but available upon request

- Private/commercial parcels/boundaries adjacent to structures.
- Easements/right-of-way
- Utility locations
- Elevation certificate
- Construction staking services

NOTES

- Project Schedule
 - Following "Notice to Proceed", it is expected that Frontier can begin work on the project or will communicate a reasonable schedule of work
- Frontier will NOT be responsible for filing any needed documents with the appropriate governing bodies NOR any fees resulting from the filing.
- Frontier makes no guarantee as to the entirety of title documents when asked to perform title research on private or commercial land without the benefit of a title commitment.
- Changes in scope
If there should be a change in project scope, limits, or additional phases that leads to additional work or additional services requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work.

- If at any point the request of services is terminated, after an executed "Notice to Proceed" by the client, Frontier shall be compensated for services rendered up to that point.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, Lambert Projection, South Zone – unless otherwise directed by client.

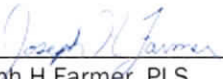
INDEMNITY

Frontier Land Surveying, LLC and LOCHNER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Frontier and LOCHNER, they shall be borne by each party in proportion to its negligence. The amount of the liability shall not exceed the total compensation received by Frontier under this Agreement.

Thank you for your consideration of this proposal for services. If this proposal meets with your approval, please indicate your approval by signing below. Email to joe@fls-survey.com. If you have any questions or need additional information, please call me at 405.285.0433.

Submitted for approval by:

Accepted by:



 Joseph H Farmer, PLS
 Vice President

Print: _____

Date: January 7, 2022

Date: _____

Title: _____

DESIGN SERVICES

	Principal	Project Manager	Design Engineer	Engineer Intern	Design Technician	
REPORT						
Prepare cost estimate for 20 bridges (R/W, Utilities, Roadway, Bridge, Traffic, E&C)			40	200		
Site visit for utilities and rehab repair quantities				22	22	
Check & Review Estimate at 2 hrs per bridge		40				
Prepare deliverable document		2		6		
QC Submittal	2					
Meetings						
Initial consultation & development of list	1	1	1			
Final discussion over findings	3	3				
SUBCONSULTANTS						
Frontier Land Surveying - Survey fee @ \$3,800 per bridge						
Olsson - HY8 model @ \$10,000 LSUM for 3 bridges						
PROJECT MANAGEMENT						
Scope and fee development		4				
Coordinate subconsultants		3				

TOTAL HOURS =
HOURLY RATES =
SUBTOTAL =

6	53	41	228	22	0
\$75.00	\$65.00	\$42.00	\$32.00	\$30.00	
\$450.00	\$3,445.00	\$1,722.00	\$7,296.00	\$660.00	\$0.00

TOTAL HOURS = 350
TOTAL DIRECT LABOR = \$13,573.00

DIRECT LABOR			\$13,573.00
GENERAL ADMINISTRATIVE OVERHEAD @ ----->	155.29%		\$21,077.51
SUBTOTAL			\$34,650.51
PROFIT @	15.00%		\$5,197.58
OUT-OF-POCKET EXPENSES			\$84.24
SUBCONTRACT COSTS			\$0.00
TOTAL FEE			\$39,932.33

OUT-OF-POCKET EXPENSES			
	Rate	Unit	
Mileage	\$0.585	144	\$ 84.24
Meals	\$55.00	0	\$ -
Motel	\$112.00	0	\$ -
Mailing and Misc. Expenses			\$ -
TOTAL =			\$ 84.24

TOTAL FEE			
	Rate	Unit	
H.W. Lochner, Inc.		0	\$ 40,000.00
Frontier Land Surveying, LLC	\$3,800.00	3	\$ 11,400.00
Olsson	\$10,000.00	1	\$ 10,000.00
TOTAL =			\$ 61,400.00

EL
1-19-22

**ATTACHMENT C
OWNER'S RESPONSIBILITIES**

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSIBILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to the PROJECT including previous reports, construction plans and any other data relative to the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The OWNER shall examine all studies, reports, sketches, estimates specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
4. The 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 the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C No. Ext): (866) 283-7122	FAX (A/C No.): (800) 363-0105
INSURED H.W. Lochner, Inc. 225 W. Washington Street, 12th Floor Chicago IL 60606 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: Beazley Insurance Company, Inc.	37540
	INSURER C: Travelers Property Casualty Ins Co	36161
INSURER D: Travelers Property Cas Co of America	25674	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570091331076

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		P6308451B877C0F21	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPO AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		810-9M511530-21-43-G	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		ZUP10P6385421NF	05/01/2021	05/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N/A	UB4K2046172143G	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
B	<input checked="" type="checkbox"/> Env CPL/Prof		V2AEA4210201	05/01/2021	05/01/2022	Professional Liab. \$10,000,000 SIR \$750,000 Pollution Liab. Lim \$10,000,000

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

Re: Job Project No. PN 19832 City of Norman Bridge Bond Program
Certificate holder, The Owner, The Consultant and it's parent company, affiliated and subsidiary entities, directors, officers, and employees are included as Additional Insureds in accordance with the provisions of the General Liability, Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Norman PO Box 370 Norman OK 73070 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>

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EL
1-19-22

Holder Identifier :

Certificate No : 570091331076

Page _ of _

EL
1-19-22



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
01/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED H.W. Lochner, Inc. 225 West Washington, Suite 1200 Chicago, IL 60606	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Beazley Insurance Company Inc</td><td>37540</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Beazley Insurance Company Inc	37540	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Beazley Insurance Company Inc	37540														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W23797085

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		V2AEA4210201	05/01/2021	05/01/2022	Per Claim: \$1,000,000

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

Job: City of Norman Bridge Bond Program.

Job No./Contract No./Lease No.: PN #19832

CERTIFICATE HOLDER**CANCELLATION**

City of Norman PO Box 370 Norman, OK 73070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SR ID: 22112840

BATCH: 2377491

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1-19-22