

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Aguirre & Fields (CONSULTANT) for the following reasons:

1. OWNER intends to rehabilitate the existing bridge carrying Iowa Street over Merkle Creek (NBI #10801) (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering 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 ____ day of _____, 2026.

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, Scope of Services.

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 C, Compensation.

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 D, Owner's Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, 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 plans, 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, 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 or its subcontractors, if any, 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 subconsultant 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, 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 whose existence 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 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 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications 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. 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 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. 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 15 - 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 16 - NOTICES

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

OWNER:

Joesph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Aguirre & Fields
David Welchel
Project Manager
101 N. Robinson Avenue, Suite 110
Oklahoma City, OK 73102

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

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, C, and D 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 - 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 23 - 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 24 - 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.

ARTICLE 25 – ACKNOWLEDGEMENT

If CONSULTANT 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, CONSULTANT hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 AND 74 O.S. § 12001 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or is not boycotting an energy company and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott an energy company, during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and Aguirre & Fields have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Aguirre & Fields
(CONSULTANT)

Signature _____

Name Oscar R. Aguirre, P.E.

Title President of Aguirre, LLC - General Partner

Date 10/06/2026

Attest:

Secretary
Christine R. Crosby
VP of Aguirre, LLC - General Partner

Approved as to form and legality this 8 day of Oct 2026.

City Attorney

ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

The following scope is the scope of services for the bridge and roadway rehabilitation for Iowa Street over Merkle Creek (NBI #10801). The existing bridge is located approximately 0.4 miles east of 12th Avenue NW in Norman, Oklahoma and consists of a (2)10' x 7' x 38' long reinforced concrete box culvert carrying an approximate 26' roadway. The existing roadway carries two lanes of traffic. The route will be closed to traffic and will require a detour for the duration of construction.

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

1. Roadway / Street

The roadway/street work is anticipated to be limited to the areas near the existing bridge. Anticipated work is to include the following:

- No changes to the existing roadway profile.
- Replacement of approximately 15' of pavement on each end of the existing bridge.
- Sidewalk replacements as required in the vicinity of the existing bridge.
- Existing roadway width and profile is not anticipated to change.
- Pavement design will not be completed. Pavement structure is to match existing or comply with City of Norman standard.

2. Hydraulics and Hydrology

<Description of required traffic design elements. The description must address all items listed below and should include relevant details such as: lane configuration, specific design criteria, location specific items, etc.>The hydraulics and hydrology work will consist of analysis at the existing bridge and will consist of the following:

- Obtain FEMA effective models from local FPA or FEMA, if necessary.
- Merkle Creek (FEMA Zone AE with Floodway): Utilize FEMA effective flows for the analyzed frequencies. Flow rates for the 2-, 5-, and 25-yr events will be developed using StreamStats.
- If FEMA model is obtained, develop Duplicate Effective, Corrected Effective, Existing Conditions, and Proposed Conditions HEC-RAS models. Cross sections

within the project survey limits will be updated in the existing and proposed conditions as needed.

- If FEMA effective model cannot be obtained for Merkle Creek, an existing conditions model will be developed from project survey and LiDAR. Calibration of the model will be completed by comparing water surface elevations from the FIS. Tailwater conditions will be based upon the known water surface elevations from the effective model or the FIS data. The model will be assumed to be calibrated if the water surface elevations are within 1' of the FIS elevation for the 100-yr event. The limits of the model shall be developed within the limits of the project survey.
- A comparison of the existing and proposed conditions models will be completed to determine impacts and adjustments to the proposed design shall be completed to meet no rise requirements.
- Develop hydraulic report summarizing hydrologic and hydraulic methodologies and results. Results for proposed structure will comply with the EDC.
- Develop Floodplain Permit documents for no rise certification.

3. Bridge / Structural

The bridge rehabilitation is expected to be limited to the following:

- Design of new bridge elements are to comply with the 9th edition of the AASHTO LRFD Bridge Design Specifications.
- Replacement of existing top slab of culvert.
- Replacement of the existing culvert end sections.
- Repair to existing concrete.
- New bridge top slab will include an ADA compliant sidewalk on each side and appropriate handrail.

4. Survey

<Description of required survey design elements. The description must address all items listed below and should include relevant details such as: survey limits, alignment, control, location specific items, etc.>Survey work is anticipated to consists of the following:

- Establish a minimum of 2 primary control monuments and 2 benchmarks tied to City of Norman Network.
- Property lines and ROW will be shown per deed.
- Topographic survey limits sufficient for 1' contours with additional cross sections for drainage study.
- Utilities shown per visible features and "Call Okie" locates.

- a. **Topographic Survey**
- b. **Utility Locates**
- c. **Property / Right of Way**
- d. **Landowner Notifications**
- e. **Survey Data Sheets**

5. Geotechnical Testing

<Description of required geotechnical elements. The description must address all items

listed below and should include all relevant details.>

- a. **Roadway / Street Geotechnical**
- b. **Pavement / Subgrade Design**
- c. **Bridge Geotechnical**
- d. **Retaining Wall Geotechnical**
- e. **Sign/Light Pole Foundation Recommendation**

6. Environmental Clearance

Environmental services for compliance with the National Environmental Policy Act (NEPA) will consist of the following:

- The environmental review will consist of a comprehensive study, conducted by an experienced multi-disciplinary team, designed to identify, assess, and evaluate potential environmental impacts associated with the anticipated project footprint.
- Fields studies will be conducted to identify potential impacts on the human (i.e. hazardous materials, cultural resources, etc.) and natural (biological, water resources, etc.) environments. The field studies will specifically address the cultural and historic aspects of Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA), when applicable. Upon completion of the field studies, the associated reports will be prepared in compliance with USACE protocols to consult with the appropriate state and federal regulatory entities. The includes, but are not limited to, the US Fish and Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), and affected Native American Tribes.
- A draft environmental summary document will be generated and submitted to the City of Norman for review. After review, the summary document will be submitted to the USACE as part of the Section 404 permit application associated with the bridge rehabilitation. The 404 permit is to be limited to a Nationwide 14 permit application for Linear Transportation projects.
- Environmental mitigation aspects are not included in the contract.

7. Right-Of-Way (R/W)

Right-of-way scope is not anticipated or included in this work.

8. Utilities

Utility work will consist of potholing (SUE level A) as required. Any potholes will require the approval by the OWNER prior to work being performed. An estimated 4 holes are included in this scope of work and are to be used at the discretion of the OWNER.

9. Construction

Bidding Support

CONSULTANT shall prepare and submit all required bid documents for approval by the OWNER. Once the documents and final opinion of probable construction cost are accepted by the OWNER, the CONSULTANT shall:

- Attend the Pre-Bid Meeting and provide information to the OWNER as appropriate to clarify, correct, or change the bidding documents; the OWNER will submit any required Addenda.

- Analyze and evaluate bids in order to make a written recommendation for award to the OWNER.
- Provide information or assistance needed by the OWNER in the course of any negotiations with prospective contractors.
- If bidding documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.

Construction Support

CONSULTANT shall attend any scheduled Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled progress meetings, as required.

Record Drawings (As-builts)

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

10. Additional Services

Additional services are not anticipated or included as part of this scope of work.

MEETINGS

The CONSULTANT shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) opinion of probable cost updates, schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

Design Plans – 50/90 Milestone Schedule

a. Plan Requirements

Plans shall consist of 11 x 17-inches (half size) prints.

b. Preliminary (50%) Plans and Design Analysis

The 50% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 60% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Drainage Map
- Storm Water Management Plan
- Roadway Plan Sheets
- Bridge General Plan and Elevation
- Removal Sheets
- Survey Data Sheets
- 404 Worksheets
- Preliminary Sequence of Construction
- Opinion of Probable Cost
- Updated Design Schedule

c. Final (90%) Plans

The 90% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan Sheets
- Bridge General Plan and Elevation
- Removal Sheets
- Survey Data Sheets
- 404 Worksheets
- Detail Sheets
- Sequence of Construction and Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

d. Plans, Specifications, and Estimate (PS&E) Submittal

The 100% Final Design Submittal should include, but is not limited to, the following

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Storm Water Management Plan

- Erosion Control Sheets
- Roadway Plan Sheets
- Bridge General Plan and Elevation
- Removal Sheets
- Survey Data Sheets
- 404 Worksheets
- Detail Sheets
- Sequence of Construction and Traffic Control Plans
- Final Opinion of Probable Cost – in required format
- Bid Documents as required by OWNER

ADDITIONAL SERVICES NOT INCLUDED

The following items are not included in the scope of work:

- Utility relocation coordination services
- Right-of-way plans or acquisition services
- Construction staking
- Property or boundary survey(s)
- Elevation certificate(s)
- Noise studies
- Traffic study and/or counts
- Geotechnical services
- Conditional Letter of Map Revision (CLOMR)/ Letter of Map Revision (LOMR)

The City of Norman reserves the right to include the above items as a supplement to this proposal and Aguirre & Fields shall be paid for additional services through a separate agreement.

**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. CONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	November 1, 2026
50% Preliminary Plan Submittal	180 days after NTP
90% Final Review Plan Submittal	300 days after NTP
Final Plan Submittal	360 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
COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$202,997.16 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	\$30,800.00
Task 2 – Hydraulics / Hydrology	\$29,600.00
Task 3 – Bridge / Structural	\$96,000.00
Task 4 – Survey	\$8,597.16
Task 5 – Geotechnical Testing	\$0.00
Task 6 – Environmental Clearance	\$13,000.00
Task 7 – Right-of-Way	\$0.00
Task 8 – Utilities (Potholing, as required)	\$3,000.00
Task 9 – Construction	\$22,000.00
Task 10 – Additional Items	\$0.00
TOTAL COMPENSATION	\$202,997.16

**ATTACHMENT D
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, estimate 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 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 furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.

Signatory Notarization

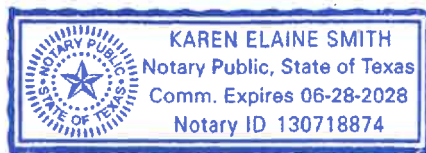
STATE OF TEXAS, COUNTY OF FORT BEND, SS:

Before me, the undersigned, a Notary Public in and for said Oscar R. Aguirre, P.E. of Aguirre, LLC – General Partner, it's Manager, to me known to be the identical person(s) who executed the foregoing Agreement for Professional Services, Contract No. K-2627-66 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 6th day of October, 2026.

My Commission Expires: 06-28-2026

Notary Public: Karen E. Smith
Karen E. Smith



AGUIRRE, LLC – GENERAL PARTNER - SECRETARY’S CERTIFICATE

March 31, 2017

The undersigned, being a duly elected Secretary of Aguirre, LLC – General Partner (Aguirre & Fields, LP) hereby certifies that:

1. I am a duly elected, qualified and acting Secretary of Aguirre, LLC – General Partner.
2. Aguirre & Fields, LP is a Texas Limited Partnership duly formed and validly existing under and by virtue of the laws of the State of Texas.
3. Christine R. Crosby is the duly elected, qualified and acting Vice President, who is authorized to execute, on behalf of Aguirre & Fields, LP, Aguirre, LLC – General Partner:
 - All documents for Aguirre & Fields, LP, Aguirre, LLC – General Partner
4. The following signature of Christine R. Crosby is the true and authentic signature:

Name

Title

Signature

Christine R. Crosby Vice-President



IN WITNESS WHEREOF, the undersigned Secretary of Aguirre, LLC – General Partner has hereunto set his hand as of the date first set forth above.

By: 

Name: Oscar R. Aguirre

Title: Aguirre, LLC – General Partner,
President

AGUIRRE, LLC – GENERAL PARTNER - SECRETARY'S CERTIFICATE

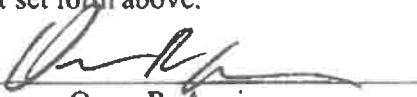
October 18, 2001

The undersigned, being a duly elected Secretary of Aguirre, LLC – General Partner (Aguirre & Fields, LP) hereby certifies that:

1. I am a duly elected, qualified and acting Secretary of Aguirre, LLC – General Partner.
2. Aguirre & Fields, LP is a Texas Limited Partnership duly formed and validly existing under and by virtue of the laws of the State of Texas.
3. Oscar R. Aguirre is the duly elected, qualified and acting President, who is authorized to execute, on behalf of Aguirre & Fields, LP, Aguirre, LLC – General Partner:
 - All documents for Aguirre & Fields, LP, Aguirre, LLC – General Partner
4. The following signature of Oscar R. Aguirre is the true and authentic signature:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Oscar R. Aguirre	President	
Oscar R. Aguirre	Secretary	

IN WITNESS WHEREOF, the undersigned Secretary of Aguirre, LLC – General Partner has hereunto set his hand as of the date first set forth above.

By: 
Name: Oscar R. Aguirre
Title: Aguirre, LLC – General Partner,
President