

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and STV Inc. (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to replace approximately 3,500 feet of existing waterline along the eastern side of Flood Avenue just south of Franklin Road north to Huettner Drive and associated inter-connections and appurtenances. This PROJECT, the Flood Avenue Waterline Replacement, will replace approximately 3,500 feet of 12-inch waterline from just south of Franklin Road to Huettner Drive.

WHEREAS, OWNER requires survey, design and engineering services 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), 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: Unless otherwise provided in this Agreement, Contractor shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous material or waste in any form at the Project site. 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 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 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 for bodily injury or property damage by ENGINEER's employees. To the extent permitted by applicable law, OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims for bodily injury or property damage 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: Jeff Speer
STV Inc.
2000 N. Classen Blvd., Suite 1410
Oklahoma City / Oklahoma / 73106
405-249-1245
jeff.speer@stvinc.com

OWNER: Nathan Madenwald, Utilities Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-366-5426
nathan.madenwald@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.

ARTICLE 21 - ACKNOWLEDGEMENT.

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, ENGINEER hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it 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.

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

DATED this 31 day of March, 2026.

STV Inc.

By: *Mar. Vergara*
Marisa Vergara
Title: Senior Vice President

ATTEST

Richard Taylor
Richard Taylor
Construction Manager

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Marisa Vergara of the STV Inc., its Senior Vice President, to me known to be the identical person(s) who executed the Contract for Engineering Services 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 31 day of March, 2026.

My Commission Expires: 04-16-2027

Notary Public: *Richard Taylor*
RICHARD TAYLOR
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES APRIL 16, 2027
COMMISSION # 23005258

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 6th day of April, 2026.

[Signature]
City Attorney

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

ATTEST

By: _____
Title: _____

ATTACHMENT A
SCHEDULE

Work Item:	Time to Complete
Task 1 - Preliminary Design: Technical Memorandum	8 weeks from NTP
Task 2 - Final Design: 50% Plans	8 weeks from receipt of approval of preliminary design
Task 2 – Final Design: 95% Plans	4 weeks from receipt of Client 50% plan comments
Task 2 – Final Design: 100% Plans	2 weeks receipt of Client 95% plan comments
Task 3 – Bidding Phase Services	Full bidding period when the project is advertised for bid
Task 4 – Construction Administration Services	Full project construction duration from Construction NTP
Task 5 – As-Built Record Documents	4 weeks from construction completion

ATTACHMENT B SCOPE OF SERVICES

Norman Utilities Authority (OWNER) is contracting with STV (ENGINEER) to provide design services for the Flood Avenue Water Line Replacement (WA0338). This will include the replacement of approximately 3,500 linear feet of 12-inch waterline replacement from the existing 12-inch PVC waterline just south of Franklin Road north to Huettner Drive. This project will consist of the following phases of work with their associated tasks:

1. Preliminary Design – Technical Memorandum, Plan Sheets
2. Final Design – 50%, 95% and 100% Design Plans, Project Specifications, and OPCC for the waterline design.
3. Bid Phase Services
4. Construction Phase Services
5. As-Built / Record Document Services

Specific tasks for each phase are described in the following sections.

1. Preliminary Design Services

1.1. Topographic and Easements Survey:

- 1.1.1. Surveying will be conducted by the ENGINEER, or its qualified, licensed surveyor. Survey corridor will cover an approximate width of 100 feet and 3500 feet in length, centered on the assumed alignment. Survey scope of work will include the following tasks:
 - 1.1.2. Utility coordination. Prior to commencing any topographic fieldwork, the surveyor will coordinate with, collect, and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to OKIE 811 at least 72 hours prior to survey. Contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as “per atlas map” if said maps are provided by the Utility Owner. Follow-up field activities will be performed as additional field markings are made by respective Utility Owners.
 - 1.1.3. Right-of-Way and Property. Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable.
 - 1.1.4. Survey will horizontally and vertically pick up visible surface features; drainage features; manholes; curbs; signs; sidewalks; building locations; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by OKIE 811 utility locate request) visible and marked within the project area.
 - 1.1.5. Methods and precision. Survey coordinates will be reported on the NGS Oklahoma State Plane Coordinate System, South Zone, NAD83 for Horizontal and NAVD 88 Vertical. Horizontal and vertical control will be set using multiple observed RTK with averages. Survey to conform to and with the Oklahoma Minimum Standards as defined in the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors INSTRUCTION MANUAL FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING.
 - 1.1.6. Surveyor will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers will be identified and labeled in the survey submittal. Research will include public record resources, including but not limited to: county records; ODOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports.
 - 1.1.7. Deliverables

- Survey Data will be delivered as a Civil 3D file
- The above listed Exhibits
- Overall drawing with the pipeline alignment and right-of-way shown in AutoCAD 2000 format with control and PDF
- Electronic copy of each created Ownership Plat and Road Profile

1.2. Draft Technical Memorandum

1.2.1. The ENGINEER shall prepare a Technical Memorandum (TM) that includes a summary of the proposed alignment, utility coordination, easement requirements, permitting requirements, and other important design considerations. The TM shall also include:

- Preliminary plan view only sheets.
- Isolation valve locations
- Fire hydrant spacing
- Design and construction schedule

1.3. Final Technical Memorandum

1.3.1. After receiving input and comments from the OWNER, ENGINEER shall update and finalize the TM. ENGINEER shall deliver pdf electronic copy of the final technical memorandum to the OWNER.

2. FINAL DESIGN

2.1. Meetings

2.1.1. Upon approval of Technical Memo and the included preliminary plan sheets, the ENGINEER shall conduct one detailed design phase initiation meeting with the OWNER. In this meeting, the ENGINEER will review and confirm the scope, schedule, resources, and responsibilities. The ENGINEER and the OWNER will clarify and define the OWNER's expectations; requirements; equipment, valve, and piping preferences; and responsibilities for the Project.

2.1.2. The ENGINEER will conduct review workshops with the OWNER. The review workshops shall be at the 50% and 95% design milestones. The ENGINEER shall provide the following items no later than seven days prior to each review workshop: agenda, half-size (11"x17") drawings (PDF format), and specifications (PDF format).

2.1.3. The ENGINEER will conduct project team coordination meetings as requested by the OWNER.

2.1.4. The ENGINEER will conduct internal quality control (QC). OWNER may request documentation of QC activities at their discretion.

2.2. Geotechnical Engineering

2.2.1. Geotechnical investigation will occur on parcels where ROE has been obtained at the selected sites. Soil borings will be advanced in selected locations based on surface conditions, pre-existing geotechnical data and other factors. When possible, soil borings will be placed on public ROW. Samples will be acquired and laboratory tests will be conducted to provide engineering data necessary for the design.

2.2.2. The borings will be backfilled using bentonite grout. Pavement will be patched with either ready-mix concrete or asphalt cold patch to match the existing pavement. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

2.2.3. Geotechnical sub-consultant will provide a report with findings and design recommendations. Report will include up to (3) bores to an approximate depth of 15 feet (15') each, not to exceed \$7950.00. Additional borings will be considered additional services.

2.3. 50% and 95% Design

2.3.1. The ENGINEER will prepare, for the approval by the OWNER, drawings and specifications setting forth in detail the requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

2.3.2. The 50% design package shall consist of the following items:

- General Sheets which will include a cover sheet, sheet index, project location map, quantities and pay items, construction pay item summary, general construction notes, survey coordination sheet, overall site plan, erosion control, details, and traffic control narrative & details (contractor to complete Traffic Control Plans)
- Plan and Profile sheets shall show the following: proposed plan/profile, pipe size, appurtenance locations, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on plan view.

2.3.3. The 95% Design package shall consist of the following items:

- All drawings finalized based on client review comments and technical workshops. Fee is based on the bidding documents including 20 sheets.
- Draft bidding set (manual) with all Norman Standard specifications listed and all supplementary specifications,

2.3.4. The ENGINEER will utilize the City of Norman's Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. Additional technical specifications will be prepared as required to supplement the City Specifications.

2.4. Permitting and Utility Coordination

2.4.1. After completion of the 95% quality control review meeting and prior to the advertisement for bids, ENGINEER will provide contract documents and prepare an engineering design report to comply with ODEQ requirements to obtain a Permit to Construct. OWNER will electronically submit the application package to ODEQ for review. If necessary, incorporate modifications requested by ODEQ. The OWNER will be responsible for fees associated with the permitting process.

2.4.2. Submit plans as required to all private utility companies that may be affected by the project. Fee is based on submitting plans to the following utilities:

- Oklahoma Electric Cooperative

- Oklahoma Gas & Electric
- Oklahoma Natural Gas
- AT&T

2.5. 100% Design

2.5.1. ENGINEER will provide a written response to OWNER 95% comments and will modify documents incorporating required changes including, but not limited to, any ODEQ or private utility required changes. ENGINEER will provide the following sealed construction contract documents to OWNER: two (2) half-size (11"x17") drawing sets; two (2) specification sets; a Final OPCC and PDF files of the aforementioned documents.

3. BID PHASE SERVICES

3.1. Pre-Bid Activities

3.1.1. Assist the OWNER in the advertisement of the project for competitive bids.

3.1.2. Assist the OWNER in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the OWNER for publication in the local news media. The cost for publications shall be paid by the OWNER. The ENGINEER will distribute bid documents, plans and specifications for the Project to prospective bidders via CivCast. Coordinate and conduct a pre-bid conference for the project for each bid package included in Basic Services.

3.1.3. In conjunction with the OWNER, ENGINEER will issue addenda in response to questions raised during the bidding process. ENGINEER will transmit addenda to all plan holders via CivCast.

3.1.4. Provide Engineer's Estimate if different from the Final OPCC.

3.2. Post-Bid Activities

3.2.1. Assist the OWNER in the opening and tabulation of bids for construction of project and recommend to the OWNER as to the proper action on all proposals received.

3.2.2. Assist the OWNER in coordinating the execution of the conformed contract documents. Provide conformed documents (plans and specifications) in electronic format (PDF OCR and CAD) via ftp site.

4. CONSTRUCTION PHASE SERVICES

4.1. Pre-Construction Conference and Monthly Progress Meetings

4.1.1. Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences. Agenda, minutes, and attendance will be completed by the ENGINEER.

4.1.2. Attend monthly progress meetings with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER.

4.2. Field Activities

- 4.2.1. Represent the OWNER in Non-Resident construction administration of the project. In this capacity, the construction administration duties shall not place any responsibility on ENGINEER for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

4.3. Construction Documentation

- 4.3.1. OWNER will manage all construction documentation.
- 4.3.2. Review samples, catalog data, schedules, shop drawings, geotechnical, laboratory, shop and mill tests of material and equipment and other data which the CONTRACTOR is required to submit for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
- 4.3.3. Interpret the intent of the plans and specification for the OWNER and CONTRACTOR, responding to Requests for Information (RFI).
- 4.3.4. Review, evaluate and prepare documentation related to change orders as required.
- 4.3.5. Review testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc., for the project. The cost of such laboratory test or inspection shall be paid by the OWNER.
- 4.3.6. Accompany the OWNER in conducting one (1) final completion inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Prepare a list of deficiencies to be corrected by the contractor before final payment is released.
- 4.3.7. ENGINEER will review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work shall be the responsibility of the OWNER. OWNER will provide a copy of the approved pay application to the ENGINEER.
- 4.3.8. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.

5. AS-BUILT RECORD DOCUMENTS

5.1. As-Built Record Documents

- 5.1.1. Revise contract drawings will indicate the work as constructed to include "red line" drawing set from the contractor and the 3rd Party Resident Representative Staff and all RFIs and change orders which may have modified the drawings. As-built Record Drawings will be submitted in PDF, CAD and GIS formats as applicable. No hardcopy will be required.

6. ADDITIONAL SERVICES

Additional Services shall only be provided upon prior written of the City. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

6.1 Stakeholder Meetings

6.1.1 ENGINEER will attend necessary meetings with stakeholders to coordinate design efforts and resolve potential conflicts.

6.2 Subsurface Utility Engineering

6.2.1 SUE Quality Level A test-holes will be billed at a \$1500 per test-hole rate for necessary test-holes with a maximum of (3) test-holes.

6.2.2 SUE Quality Level C and D investigation for the project location will be considered additional services.

**ATTACHMENT C
COMPENSATION**

The OWNER will compensate 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:

Activity	Task Description	Lump Sum Amount
1	Preliminary Design Services	\$45,659
2	Final Design Services	\$61,120
3	Bid Phase Services	\$5,099
4	Construction Phase Services	\$14,106
5	As-Built Record Documents	\$4,977
6	Additional Services	\$10,000
Total		\$140,961

The 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.