



September 6, 2024

Bo Gamble
Assistant Superintendent of Operations
Stillwater Public Schools
314 S. Lewis St.
Stillwater, Oklahoma 74074
(405) 707-5035
stillwaterschools.com

RE: SPS HS Phase 1 Minor Subdivision/ Lot Split

Dear Mr. Gamble,

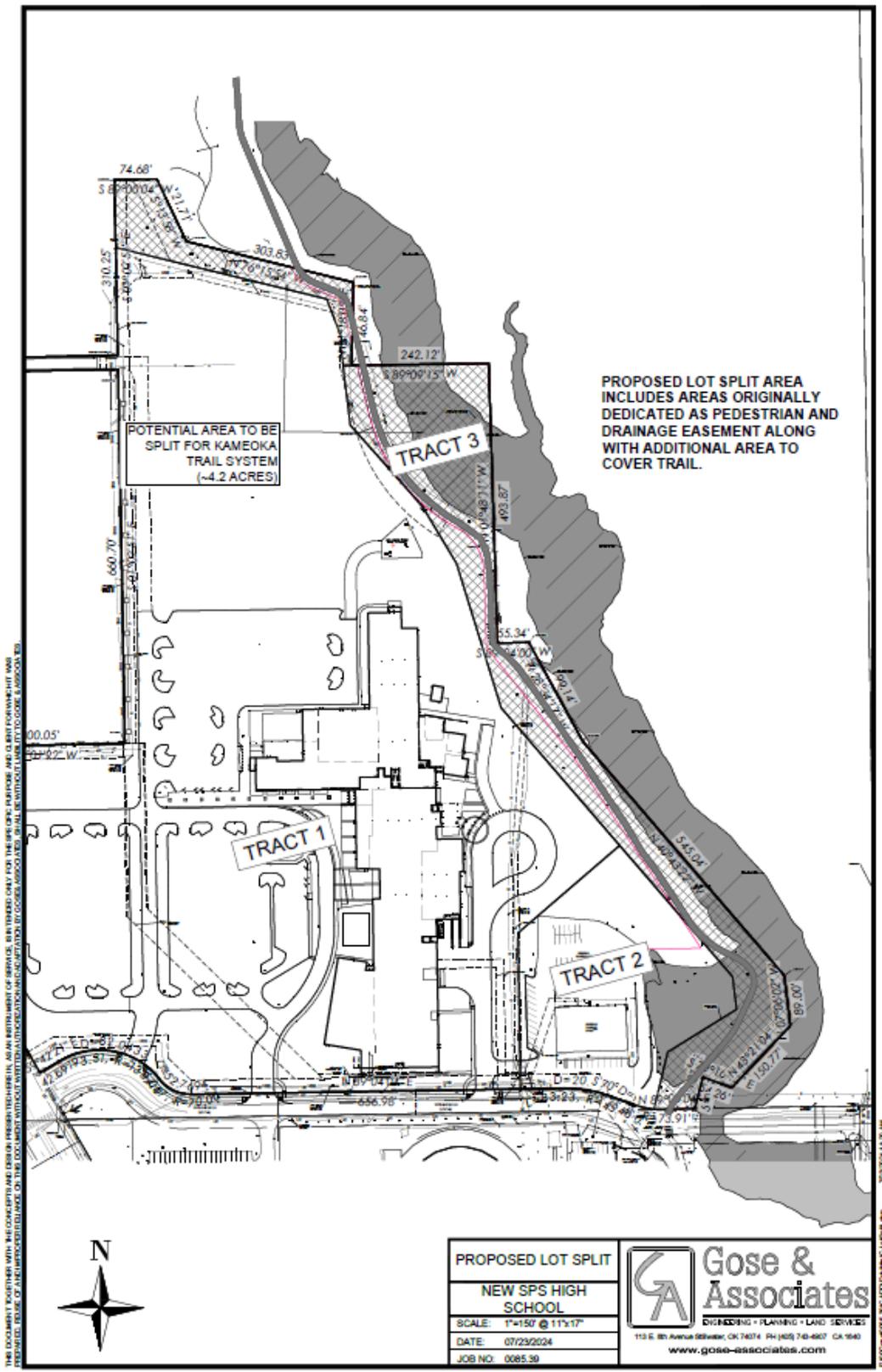
This letter shall serve as a Professional Services Agreement, whereby Stillwater Public Schools, hereinafter referred to as Client, engages Universal Surveying and Mapping hereinafter referred to as USM, to perform land surveying services on the above-described property (the Property). Execution of this Agreement will confirm acceptance and shall constitute an Agreement between Client and USM.

SCOPE OF SERVICES

USM shall provide a Minor Subdivision of Stillwater Public School parcel shown below. A signed Minor Subdivision Survey with 3 new tracts with legal descriptions per the City of Stillwater requirements will be delivered. USM will re-establish all existing property corners and set all proposed property corners. Per an email dated 08/02 USM will use the existing topographic survey originally delivered 11/28/22 as a replacement for performing a new topographic survey of the current site. Gose and Associates shall be responsible for the Minor Sub application and all meetings through the City of Stillwater. Revisions per the City of Stillwater will be hourly with a not-to-exceed budgetary number provided in the fees section.

FEES

Minor Subdivision	-----	\$ 3,293.00 L.S.
City Comments	-----	\$ 1,000.00 Hourly N.T.E.



A lump-sum fee has been established on specific work elements outlined in this Scope of Service Agreement. The Client agrees to pay the Consultant hourly based on the current Hourly Rate Schedule for non-specific work items that do not have a lump sum fee.

An initial payment of **\$0.00** shall be made upon execution of this Agreement and shall be credited to the Client’s account upon final billing.

It is our understanding that the Client has the authority to engage USM and to authorize USM to enter the subject property. USM is not responsible for any review and/or development fees associated with this project. USM is very pleased to have been asked to prepare this Agreement for and the Client. The Agreement between USM and the Client shall consist of and incorporate the forgoing and following sections, including without limitation any sections labeled “SCOPE OF SERVICES”, “FEES”, and “AUTHORIZATION & ACCEPTANCE FOR SERVICES”, and all subsections thereunder, as well as the Terms of Agreement (attached hereto and provided by USM), altogether comprising the total terms binding the Parties, and hereinafter collectively referred to as “the Agreement”. If this Agreement meets with your approval, please indicate by signing below and returning one copy of the Agreement to us.

Sincerely,

Universal Surveying and Mapping, LLC.

Michael Spears

Michael Spears P.E., P.L.S.
Survey Manager

AUTHORIZATION & ACCEPTANCE
FOR SERVICES

Accepted for: _____
(Organization Responsible for Payment)

Accepted by: _____
(Name & Title)

Signature: _____ Date: _____

Client Address of Notification:: _____

TERMS OF AGREEMENT

1. **Scope of Agreement.** The terms controlling the contractual relationship between Universal Surveying and Mapping, LLC (hereinafter “the Consultant”) and the Client shall consist of and incorporate the foregoing sections of the Professional Services Agreement, including without limitation any sections labeled “SCOPE OF SERVICES”, “FEES”, and “AUTHORIZATION & ACCEPTANCE FOR SERVICES”, and all subsections thereunder, as well as these Terms of Agreement, altogether comprising the total terms binding the Parties, and hereinafter collectively referred to as “the Agreement”. Consultant and Client may hereinafter be referred to individually as a “Party”, or collectively as the “Parties”.
2. **Effective Date.** The “Effective Date” shall be the date upon which this Agreement was executed and signed by the Client.
3. **Term.** The “Term” of this Agreement shall commence upon the Effective Date and shall continue in full force and effect either until terminated by either Party pursuant to the terms of this Agreement, or until all work and/or services requested by the Client to be performed by the Consultant have indeed been performed, delivered, and/or completed.
4. **Estimates: No Warranties or Guaranties.** Universal Surveying and Mapping, LLC, herein called the Consultant, makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are good faith estimates and professional opinions only. Since Consultant has no control over market conditions, bidding procedures, or the efficiency of any contractor’s means and methods of construction, the Consultant cannot warrant that bids, final quantities, or ultimate construction costs will not vary from these good faith estimates.
5. **Surface or Environmental Conditions.** Consultant makes no representations concerning soil or environmental conditions and is not responsible for any liability that may arise out of the making or failure to make soil or environmental surveys, or sub-surface tests, or general testing.
6. **Changes to Plans / Specifications by Client.** In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which changes affect the Consultant’s work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
7. **Third Party Plans / Drawings or Non-Final Documents.** The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant as final and ready for bidding or construction, Plans, reports, drawings, or specifications marked “Preliminary” or “Not For Construction”, or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant’s advance written authorization.
8. **Allocation of Risk.** Client and Consultant have agreed, to the fullest extent permitted by law, to allocate the risks of this Project such that the aggregate liability of Consultant, its sub-consultants and the insurers of Consultant or its sub-consultants, to Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses arising from any cause or causes (including without limitation attorneys’ fees and costs and expert-witness fees and costs) shall not exceed the greater of \$500,000 or the total fee paid Consultant for its services on this Project. Consultant and Client intend that this risk allocation shall apply to any and all liability or cause of action against Consultant, however alleged or arising, unless otherwise prohibited by law.
9. **Billing & Due Dates.** All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
10. **Finance Charges.** A late payment FINANCE CHARGE will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
11. **Costs & Legal Fees.** If legal action is initiated by either Party to this Agreement against the other, arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, or any dispute concerning the same, the prevailing Party will be entitled to recover its legal expenses, including without limitation reasonable attorney’s fees, court costs and disbursements, in addition to any other relief to which the prevailing Party shall be entitled. The prevailing Party shall likewise be

entitled to recover its costs of collections for recovering any awards, damages, or judgment balances resulting from the litigation.

12. **Changes & Additional Work.** In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that changes in policy or interpretation made by said agencies after the date of this Agreement cause a need for additional office or field work to comply with such changes, Client shall pay Consultant for such additional work according to the terms and fee schedules in effect at the time such services are performed.
13. **Miscellaneous Costs & Fees.** The Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
14. **Effect of Suspended, Abandoned or Terminated Work.** In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. A restart fee equivalent to twenty (20) percent of the base fee payable to Consultant under this Agreement will be charged if the Project is placed on hold.
15. **Instruments of Service.** All studies, reports, plans, specifications, certifications or other professional documents generated by Consultant (collectively "instruments of service") for the project covered by this Agreement remain Consultant's property and Consultant shall be deemed their author and sole owner. Consultant shall retain all copyrights, common law, statutory and other ownership rights to its instruments of service. Upon paying in full for Consultant's services, Client shall obtain a limited, non-exclusive license to use Consultant's instruments of service for purposes of this project only. Client acquires no ownership rights to Consultant's instruments of service by virtue of this Agreement, and it may not use Consultant's instruments of service, or any aspect, element, or derivative work based on them for any other purpose. Nor does Client have any right to further assign, delegate, and pledge or transfer the limited license created by this Agreement without the express written permission of Consultant, which Consultant may withhold in its sole discretion. Client may, consistent with terms and conditions of this Agreement, reproduce Consultant's instruments of service, or portions or derivative works based thereon, to satisfy regulatory requirements of any authority having jurisdiction over the project, or for the use of any consultant, contractor, subcontractor, or supplier to Client executing the work described in Consultant's instruments of service. Consultant's instruments of service may not be used for any future addition to or alteration of the project without Consultant's express written permission.
16. **Staking & Restaking Fees.** Construction staking fees are for setting one (1) set of stakes only for each item listed. Owner/contractor is responsible for protecting these stakes. Any restaking or staking of items not listed or replacement of control stakes or pins necessary to stake the item of work called for shall be performed on an hourly basis as an extra. Construction staking or restaking will be performed and charged as an additional service when requested by a designated representative of your office.
17. **Extra Costs.** Printing of plans, delivery charges, and postage, as well as regulatory review & application fees, will be billed as an extra to the contract at cost plus fifteen (15) percent.
18. **Extra Work.** Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant fees will be charged per the latest fee schedule in effect at the time such revisions are requested.
19. **Expiration of Proposal.** This proposal is valid for sixty (60) days from the date of presentation.
20. **Restriction on Employment Offers.** Neither party to this Agreement will hire or make an offer of employment to an employee of the other party, without prior written consent of the party, during this Agreement and for one (1) year following completion of this Agreement.
21. **Consultant Indemnification.** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or its separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.
22. **Representative's Authority.** By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.

23. **Privity of Contract.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client and consultant agree to require a similar provision in all contacts with their respective contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to fulfill the intent of this provision.
24. **Insurance Requirements.** Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub consultants as Additional Insured, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. Client shall require all contractors to furnish to Client and Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction.
25. **Indemnification by Contractor.** Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless Client, Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Contractor's (or any subcontractor's) negligent or willful acts, errors or omissions in connection with the Project, including without limitation all claims by employees of the contractors.
26. **Notices.** Any notice, demand, request, or other communication required to be in writing under the terms of the Agreement shall be personally delivered, or sent by nationally-recognized courier, or by U.S. registered or certified mail, return receipt requested, postage prepaid, to the Parties as set forth below:
IF TO CONSULTANT (USM): P.O. Box 35666, Tulsa, OK 74153
IF TO CLIENT: At the address provided under the Client Representative's signature block, or if not provided, to the address for the registered Service Agent of the Client.
27. **Termination.** This Agreement may be terminated at any time by either Party, and for any reason, with thirty (30) days written notice (the "Termination Notice") to the non-terminating Party. The Termination Notice shall be delivered to the non-terminating Party pursuant to Section 24 of this Agreement.
28. **Termination Date.** The "Termination Date" shall be the date occurring on the thirtieth (30th) day from receipt of the Termination Notice by the non-terminating Party.
29. **Effect of Termination.** After the Termination Notice is sent and received, Parties shall be required to continue performing their respective duties and obligations under this Agreement with good faith and transparency until the Termination Date elapses, except that (i) Consultant shall only be required to complete and deliver work or services requested by the Client prior to the delivery of the Termination Notice, unless Client otherwise agrees to waive or forego; (ii) Client shall be required to pay and satisfy all outstanding bills or invoices for work performed or services delivered by the Consultant prior to the delivery of the Termination Notice; (iii) Client shall, on or prior to the Termination Date, return and deliver to Consultant all Instruments of Service pursuant to Section 13 of this Agreement; and (iv) unless this Agreement is terminated for Cause or due to an event of Default, each Party shall bear their own respective costs and expenses that result from the termination of this Agreement.
30. **Termination for Cause.** This Agreement may be terminated immediately, without thirty (30) days written notice, by either Party for "Cause" with written notice to the non-terminating Party describing the reason for termination (the "Cause Termination Notice"). This Agreement will be effectively terminated upon receipt of the Cause Termination Notice. The term "Cause" shall include the circumstances and scenarios defined in Section 29 as "Events of Default".
31. **Events of Default.** The following circumstances and/or events shall constitute "Default" under this Agreement, and shall likewise justify terminating this Agreement for "Cause": (i) failure by either Party to abide by the terms and conditions of this Agreement; (ii) failure by either Party to perform their respective duties and/or obligations as set forth in this Agreement; (iii) failure by the Client to remit timely payment(s) to the Consultant for services provided and/or delivered to Client, as itemized on any bills and/or invoices; (iv) the insolvency or bankruptcy of Client, or failure by Client to maintain its status of good standing with the Secretary of State of its state of incorporation; (v) any gross negligence, misrepresentation, deception, fraud, or failure to act in good faith and with transparency by either Party; (vi) any violation of any State or

- Federal law, regulation, or ordinance, by either Party; and (vii) any breach of any term or provision of any other active agreement or contract between the Parties, whether entered into before or after the Effective Date of this Agreement.
32. **Cross Default.** Client acknowledges and agrees that any breach or Default by the Client of any term or condition under this Agreement shall constitute a breach or Default by the Client of all other active and existing contracts or agreements between the Parties, whether entered into before or after the effective date of this Agreement.
33. **Opportunity to Cure.** Notwithstanding anything to the contrary contained in this Agreement, when terminating this Agreement for Cause, the terminating Party may, but shall not be required to, allow the non-terminating Party the opportunity to cure their breach or default, if indeed curable, within a specified time period (not to exceed thirty (30) days) from the receipt of the Cause Termination Notice. Such allowance must be specified in writing in the Cause Termination Notice.
34. **Payment in Advance Option.** Should the Consultant opt to terminate this Agreement for Cause for Client's failure to remit timely payment(s) for work performed and/or services provided, and the Cause Termination Notice includes an Opportunity to Cure under Section 33 of this Agreement, upon curing the delinquent balance by the Client, Consultant shall have the option of requiring all future payments for services under this Agreement to be in advance of performing and/or delivering the services to the Client. Consultant must notify the Client in writing of this election. The requirement for Client to pay in advance shall endure for the remainder of the project and the term of this Agreement, unless otherwise specified or retracted by the Consultant in writing.
35. **Governing Law and Venue.** To the maximum extent permitted by law, the laws of the State of Oklahoma shall govern the validity, construction, and enforcement of this Agreement and the rights and obligations of the Parties hereunder. The Parties agree that venue for any litigation between the Parties must be brought in any state or federal court of competent jurisdiction in Tulsa County, Oklahoma; provided however, that the foregoing shall not be construed to limit the rights of a Party to enforce a judgment or order from such court in another jurisdiction.
36. **Assignment.** This Agreement, including the rights, duties, and obligations herein, may not be assigned, assumed, sold, leased, or otherwise transferred, in whole or in part, by either Party without the express written consent of the other Party. Any such assignment shall be made subject to all the terms and conditions of this Agreement, and no such assignment shall ever be construed to limit or decrease any of the rights or increase any of the obligations of the Parties hereunder.
37. **Headings or Labels.** Headings or labels in this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms or interpretation of this Agreement.
38. **Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to affect the intent of the Parties hereto. The Parties shall use their reasonable best efforts to replace such void or unenforceable provision with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision(s).
39. **Force Majeure.** Parties shall not be liable for any failure to perform any duties or obligations under this Agreement due to causes beyond either Party's control, including but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and/or natural disasters, and other acts which may be due to unforeseen circumstances.