



July 31, 2024

Bo Gamble  
Assistant Superintendent Operations  
Stillwater Public Schools  
314 South Lewis  
Stillwater, Oklahoma 74074  
via email: bgamble@stillwaterschools.com

**RE: Professional Services Agreement  
Stillwater Public Schools – OES Phase 2 (Transportation) / Civil**

Dear Mr. Gamble,

Gose & Associates (“Consultant” or “Gose”) is pleased to submit this professional services agreement for the proposed **OES Phase 2** (“the project”) located at 5021 North Perkins Road, in the City of Stillwater, Payne County, Oklahoma to **505 Architects, LLC** (“Client”).

SCOPE OF SERVICES

Per the request for proposals dated July 24, 2024, the project will consist of the design and documentation of grading and drainage improvements to accommodate future bus parking on the east side of the parcel. The Client will be responsible for any application and development fees associated with the project.

**Task 1 - Boundary and Topographic Survey**

Gose will have prepared a boundary and topographic survey of the area for use in preparation of the required City applications and plans. All available Title and Abstracts will be provided by the Client.

**Task 2 - Geotechnical Evaluation**

Gose will work with a subconsultant to prepare a geotechnical evaluation of the existing subgrade at the proposed site. The investigation will consist of three (3), 10-foot bores. Recommendations will be prepared for foundation and pavement designs.

FEE

For tasks labeled LS, a lump sum fee has been established based on specific work elements outlined in this agreement. Hourly (HR) tasks will be administered based on the then-current Hourly Rate Schedule, with the fee shown below estimated to be the maximum subtotal. Gose & Associates is not responsible for any review and/or development fees associated with this project.

Task 1	Bounday and Topographic Survey	\$5,800 LS
Task 2	Geotechnical Evaluation	\$7,800 LS
	<i>Estimated Reimbursable Expenses</i>	\$0
	<b><i>Estimated Total</i></b>	<b>\$13,600</b>



HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Engineer 7-9	\$180-\$190
Engineer 1-4	\$135-\$155
Designer	\$145-\$155
CAD Tech	\$100-\$140
Administrative	\$50

*Effective January 1, 2024*

CLOSING

It is our understanding that the Client has the authority to engage Gose & Associates and to authorize Gose & Associates to enter the subject property. The scope and fees listed in this agreement are valid for 60 days.

Should you have any questions please feel free to contact me at 405.743.4907

Sincerely,

Gose & Associates (OK CA #1640)



Stephen C. Gose, P.E.  
 President

Attachments: Terms and Conditions

AUTHORIZATION & ACCEPTANCE FOR SERVICES

Accepted for: Stillwater Public Schools  
 Organization Responsible for Payment

Accepted by: \_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Signature Date

**ASSOCIATED ENGINEERING CONSULTANTS, LTD dba GOSE & ASSOCIATES**  
**TERMS AND CONDITIONS**

1. **CONTRACT** – These Terms and Conditions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Terms and Conditions shall govern.
2. **STANDARD OF CARE** – CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services and in the same locality. CLIENT agrees that services provided will be rendered without any warranty, express or implied. CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. In performing Professional Engineering and related services hereunder, it is understood by CLIENT that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions, or advice. Further, it is the CLIENT's sole responsibility to obtain the advices of an attorney, insurance counselor, or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that it or its representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared or provided by the CONSULTANT and will obtain the advice of other consultants that it deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by the CONSULTANT.
3. **LIABILITY** – To the fullest extent permitted by law, the total aggregate liability of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement, and subjected to a total aggregate liability cap of \$250,000.00.
4. **INVOICES** – CONSULTANT will submit periodic invoices for services rendered that are due upon receipt. CLIENT will notify CONSULTANT in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payment will accrue interest at a rate of 1.5% per month, which is an Annual Percentage Rate of 18%. CONSULTANT may terminate its services upon 10 days' written notice any time payment is overdue on any account with the CLIENT. If CLIENT relies on payment or proceeds from a third party to pay CONSULTANT and CLIENT does not pay CONSULTANT's invoice within 45 days of receipt, CONSULTANT may communicate directly with third party to secure payment.
5. **REIMBURSABLE EXPENSES** – CONSULTANT will bill direct nonpayroll expenses, including but not limited to material and subcontractor expenses, at cost plus 15%. Direct expenses shall also include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
6. **TERMINATION** – CLIENT or CONSULTANT may terminate this Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.
7. **SUSPENSION OF WORK** – The CLIENT may, at any time, by written notice, suspend further work by CONSULTANT. The CLIENT shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf. The CLIENT agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.
8. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The CLIENT agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the CLIENT's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
9. **RIGHT OF ENTRY** – When entry to property is required for the CONSULTANT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.

10. DISPOSAL OF SAMPLES – CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the CLIENT instructs otherwise in writing.
11. HAZARDOUS MATERIALS – The scope of CONSULTANT’s services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
12. CONSTRUCTION PHASE SERVICES – If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor’s work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
13. OPINION OF PROBABLE COSTS – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT’s experience and qualifications and will represent CONSULTANT’s judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors’ methods of determining prices or performing the work.
14. CHANGES OR DELAYS – Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT’s estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.  
Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the CLIENT’s failure to provide specified facilities, direction, or information, or if CONSULTANT’s failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.
15. CONFLICTS OF INTEREST – This assignment may involve parties with adverse interests to CLIENT’s with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.
16. GOVERNING LAW – The laws of the State of Oklahoma shall govern the validity and interpretation of this Agreement.
17. INVALID TERMS – In the event any of these Terms and Conditions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Terms and Conditions and those remaining Terms and Conditions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.
18. MEDIATION – The CLIENT and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings, in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association, or by such other person or organization as the parties may agree on. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
19. CONSULTANT RELIANCE – CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT’s consultants and contractors, and information from public records, without the need for independent verification.
20. CERTIFICATIONS – CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT’s having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.
21. THIRD PARTIES – 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 CONSULTANT. CONSULTANT’s services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT’s performance of services hereunder. Neither the CONSULTANT or CLIENT shall assign, sublet, or transfer any rights under or interest in this agreement without the written consent of the other.
22. CONSEQUENTIAL DAMAGES – Neither the CLIENT nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.