



PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

Jason Murphy

FNI Project: NRN20721

City of Norman

P.O. BOX 370

Client Contract Reference: K-2021-039

NORMAN, OK 73070

Date: 6/5/2024

Project Name: 2024 Multiple Sites Feasibility Assessment

Description of Services: Feasibility study assessment of three (3) project sites in Norman, Oklahoma to determine the feasibility of BMPs intended to contribute to the reduction of nutrients and sediment within the Lake Thunderbird Watershed as identified in Attachment A.

Deliverables: Final Technical Report documenting the alternatives, OPCC, and submit to the City Electronically as a PDF.

Schedule: Project duration of five (5) months from notice to proceed

Compensation Type: A Not to Exceed Fee of Thirty-Four Thousand One Hundred Seventy-Five Dollars

Current Contract Amount: \$270,531

Amount of this Amendment: \$34,175

Revised Total Amount Authorized: \$304,706

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

City of Norman

FREESE AND NICHOLS, INC.

By: _____

By: Jennifer Wasinger

Name: _____

Name: Jennifer Wasinger

Title: _____

Title: Vice President/Principal

Date: _____

Date: 6/5/2024

Notary Public: Ricci Reding

6/5/2024



Attachment A

Scope of Services

All other provisions, terms and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

Scope of Services for 2024 Multiple Sites Feasibility Assessment

The scope set forth herein defines the work to be performed by the Engineer, Freese and Nichols, Inc. (FNI), in completing the project. Both the City of Norman (City) and FNI have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, FNI is expanded to include any sub-consultant, including surveyor, employed, or contracted by Freese and Nichols, Inc.

GENERAL OVERVIEW

Freese and Nichols, Inc., (FNI) has been contracted by the City of Norman (City) to produce a feasibility study assessment of three (3) project sites in Norman, Oklahoma to determine the feasibility of BMPs intended to contribute to the reduction of nutrients and sediment within the Lake Thunderbird Watershed. The identified sites are defined as below:

1. Chisolm Cattle Trail Park (CCT) – Assessment of 2,000 linear feet (LF) of an unnamed tributary to Woodcrest Creek between Wyandotte Way and 12th Avenue NE.
2. Sequoyah Trail Park (ST) – Assessment of 1,500 LF of Woodcrest Creek between Sequoyah Trail Park and E Rock Creek Road.
3. Detention Pond (DT) – Retrofit of existing detention pond at Sequoyah Trail and Wildwood Lane to include sinuosity, native plantings, and outlet modification.

Objectives for the study are to:

- Evaluate the existing geomorphic conditions of sites CCT and ST.
- Determine stability option for each site and cost to aid in future CIP planning.
- Evaluate the ability to retrofit existing pond at site DT.

This scope of work includes baseline geomorphic assessment of the stream, alternatives analysis, and report generation. The proposed professional services are as follows:

WORK TO BE PERFORMED

- Task 1. Geomorphic Assessment
- Task 2. Data Analysis
- Task 3. Alternatives Analysis
- Task 4. Technical Report

Basic Services

PROJECT MANAGEMENT

FNI will manage the work outlined in this scope for efficient and effective use of FNI and the City's time and resources. FNI will manage change, communication, coordinate internally and externally as needed, and address issues with the City's Project Manager and others as necessary to make progress on the work.

1. FNI will coordinate internally, track the progress of the project, and submit monthly status updates via e-mail. Items in the monthly updates may include project updates,

upcoming activities, project schedule, upcoming deliverables, and outstanding issues or information requirements.

2. FNI will conduct a virtual project kickoff meeting with the City to confirm and clarify scope, understand City objectives, set communication protocol, establish frequency of status meetings, and review various administrative requirements.
3. Final Review Meeting - Meeting to review the technical memorandum, existing conditions, and discuss potential alternatives for the three sites.

ASSUMPTIONS

- FNI assumes project duration of five (5) months from notice to proceed.
- A total of two (2) meetings are assumed, including one (1) project kickoff meeting and one (1) final review meeting to discuss the project or findings.

DELIVERABLES

- FNI to provide all materials and minutes for each meeting.

TASK 1. GEOMORPHIC ASSESSMENT

1. Field Assessment

This task includes a high-level visual geomorphic assessment which will provide the information necessary for development of potential alternatives. The geomorphic assessment will include the following:

- Geomorphic cross sections (up to three) as deemed necessary to understand the site in greater detail. Cross sections shall be surveyed at a sufficient width to allow for calculations of entrenchment ratio.
- A longitudinal profile – documentation the reach longitudinal profile along the thalweg will be collected. The longitudinal observations will include at a minimum the following points:
 - I. Reach thalweg location
 - II. Bankfull discharge indicators (bankfull width and depth, if present; Indicators in impaired channel reaches may be absent)
 - III. Knickpoints/headcuts, areas of bank mass wasting, and instabilities
- Photo documentation – FNI will provide a continuous visual documentation of the project reach. Photos will be taken as needed and at the beginning and ending of the reach.
- The potential erodibility of the stream banks along the stream will be evaluated and mapped using the rapid assessment tool, the Bank Erosion Hazard Index (BEHI). A GIS file may then be created to indicate general erosion risk along the stream banks within the project area. Specific erosion threats to infrastructure and homes will also be identified.
- If feasible, photos and/or videos will be taken using an unmanned aerial vehicle to document the visual condition of the stream.

ASSUMPTIONS

- All field measurements will be taken using GPS and will NOT be conducted by a registered professional land surveyor (RPLS).
- FNI project team will perform one (1) site visit to perform the geomorphic assessment and evaluate potential need for alternative development.
- Task 1 results to be provided in Task 4.

TASK 2. DATA ANALYSIS

FNI will perform a desktop analysis utilizing data collected in Task 1. This data analysis contains the following:

- i. Documentation of existing geomorphic characteristics of Woodcrest Creek within the study area.
- ii. Analysis of potential future geomorphic changes within the study area. This will be supported by the availability of data from the desktop analysis and data collected during the field investigation.
- iii. Identification and description of specific locations where erosion or sediment deposition has greater potential to impact infrastructure, homes, and property.

ASSUMPTIONS

- Task 2 results to be provided in Task 4.

TASK 3. ALTERNATIVES ANALYSIS

FNI will develop one (1) conceptual alternative for each site. These concepts could include bank stabilization measures, stream restoration, infrastructure maintenance practices, and detention pond retrofitting.

Exhibits will be prepared to adequately depict the nature and extent of the improvements being considered.

Section 404 Clean Water Act permitting will be considered for each alternative. The expected permitting approach and requirements will be documented.

Prepare a conceptual opinion of construction cost (OPCC) for each alternative for comparative purposes.

ASSUMPTIONS

- No hydrologic and hydraulic modeling is included in this proposal.
- No modeling to determine reduction in TMDL's is included in this proposal.
- No CLOMR and LOMR development or submissions are included in this proposal.
- No detention pond sizing will be provided.

- Task 3 results to be provided in Task 4.

TASK 4. TECHNICAL REPORT

A technical report will include a discussion of existing site conditions, stream geomorphological condition, potential conceptual-level alternatives, and opinion of probable construction cost (OPCC) for the aforementioned conceptual-level alternatives, and environmental permitting possibilities.

DELIVERABLES

- Draft Technical Report digitally. FNI will make up to one (1) round of revisions.
- Final Technical Report documenting the alternatives, OPCC, and submit to the City Electronically as a .doc and PDF.

ADDITIONAL SERVICES: The following services are additional and shall not be included in the Scope of Services unless specifically approved by the CITY. FNI shall inform the CITY when a particular service falls into the “Additional Services” category. Compensation for Additional Services shall be on an hourly basis.

1. Preparation of FIS documents such as profiles, summary of discharges table, or floodway data tables.
2. Additional field surveys beyond what is included in the scope above.
3. Additional alternative analyses or project development.
4. Recreation of existing H&H models if digital files of the effective models are not available.
5. Revisions to existing H&H models or creation of new models for areas not identified in Figure 1.
6. Preparation of LOMR or CLOMR
7. Additional alternatives to be detailed modeled or evaluated, including analysis of study areas beyond those outlined in scope of work.
8. Public Outreach beyond what is included in scope above
9. Appearances before regulatory agencies other than the CITY.
10. Assistance to the CITY as an expert witness in any litigation with third parties arising from the development of the Project.
11. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
12. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.

13. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
14. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
15. Visits to the project areas or City facilities in excess of the number of trips, coordination meetings or contract completion activities as defined in Basic and Special Services.
16. Providing environmental investigations coordination with environmental resource agencies, jurisdictional determinations, and state or federal permitting.
17. Providing basic or additional services on an accelerated time schedule. The scope of this service does not include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
18. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
19. Providing Geotechnical investigations, studies, or reports.
20. Additional copies of reports.
21. Preparation of applications and supporting documents for government grants, loans, or planning advances for public works projects.
22. Acquisition of individual federal or state permits that may be required.
23. Preparation of environmental statements.

ATTACHMENT B
SCHEDULE

Task A. On-Call Stormwater Compliance Services

FNI will provide study services, as outlined in Attachment A and requested by the City of Norman, under this amendment for a period of five months from the date of amendment execution.

This amendment does not alter the schedules already outlined in the initial contract or previous amendments to the contract for other scope items.

**ATTACHMENT C
COMPENSATION**

SCHEDULE OF CHARGES

TASK DESCRIPTION	TOTAL EFFORT
Task A. 2024 Multiple Sites Feasibility Assessment	\$34,175
TOTAL NOT TO EXCEED FEE	\$34,175

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Thirty Four Thousand One Hundred Seventy Five Dollars (\$34,175).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	91	181
Professional 2	123	199
Professional 3	140	302
Professional 4	161	344
Professional 5	238	361
Professional 6	242	445
Construction Manager 1	119	166
Construction Manager 2	123	206
Construction Manager 3	154	206
Construction Manager 4	179	269
Construction Manager 5	214	313
Construction Manager 6	284	372
Construction Representative 1	81	92
Construction Representative 2	95	122
Construction Representative 3	130	195
Construction Representative 4	130	195
CAD Technician/Designer 1	88	125
CAD Technician/Designer 2	105	206
CAD Technician/Designer 3	137	261
Corporate Project Support 1	74	162
Corporate Project Support 2	84	239
Corporate Project Support 3	105	350
Intern / Coop	56	96

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

ATTACHMENT D
OWNER'S RESPONSIBILITIES

As the OWNER will serve as a conduit for information, the OWNER shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant planning studies by Norman area agencies. If data is required from other public agencies, the OWNER will assist in making requests for such data.

The OWNER shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public meeting notices, including all notices required in the newspaper.
- D. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- E. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- F. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
- G. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Bear all costs incident to compliance with the requirements of this Attachment D.
- J. Notify CONSULTANT in writing of the request to perform additional services at the added cost to the overall contract.