

**AMENDMENT NO. 01
TO CONTRACT NO. K-2222-158**

Amendment No. 1 of the Contract K-2223-158 between Parkhill, Smith, & Cooper, Inc. dba Parkhill (CONSULTANT) and the City of Norman, a municipal corporation (OWNER), is amended to include the following agreement of the parties.

RECITALS

WHEREAS the Parties entered into Contract K-2223-158 on June 12, 2026, for professional survey, design, analysis and engineering services in connection with the constructing of a legacy trail path along S.H. 9 beginning near the intersection of 48th Avenue SE and S.H. 9 near STA 350+70 of ODOT State Job No. 20266(04). The PROJECT shall extend approximately 10,430' feet east (1.98 miles) past 72nd Avenue SE to the End of PROJECT (EOP) near STA 455+00 of stated ODOT project (the PROJECT), as set forth therein, for a total cost of \$223,162.00.

WHEREAS, the Parties wish to amend CONSULTANT's provision of contract services, and to supplement those services as set forth herein, for an extended time period to end on September 10, 2026, and for an additional cost of \$24,352.00, bringing the contract total to \$247,514.00.

- I. **ATTACHMENT A** to K-2223-158, Scope of Services, shall be supplemented and amended as follows:

AMENDED ATTACHMENT A

- II. **ATTACHMENT B** to K-2223-158 shall be amended so as to reflect provision of the services outlined in ATTACHMENT A, as follows:

AMENDED ATTACHMENT B

- III. **ATTACHMENT C** to K-2223-158 shall be supplemented so as to provide for CONSULTANT's compensation for the amended and supplemental services outlined in this amendment, as follows:

AMENDED ATTACHMENT C

- IV. Contract K-2223-158 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-2223-158 shall remain in full force and effect.

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Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

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.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

DATED this ____ day of _____, 202__.

The City of Norman
(OWNER)

Parkhill, Smith, & Cooper, Inc., dba Parkhill
(CONSULTANT)

Signature _____

Signature BS

Name Stephen T. Holman

Name Ben Sanchez

Title _____

Title Partner | Civil Engineer

Date _____

Date 07/01/2026

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this 1 day of July 2026

Disabeth Chokale
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

Construction of a Legacy Trail Path along S.H. 9 beginning near Blue Creek Drive and extending east along S.H. 9 terminating at 72nd Avenue.

DESIGN SERVICES

PROJECT Extents:

The beginning of PROJECT (BOP) shall be near the intersection of Blue Creek Drive and S.H. 9 near STA 169+84 of ODOT State Job No. 20266(04) and Job No. 20266(11). The PROJECT shall extend approximately 3,710' feet east to 72nd Avenue to the End of PROJECT (EOP) near STA 206+94 of stated ODOT project.

PROJECT Exceptions:

It is anticipated that the project will be entirely within the proposed ODOT right of way or existing right of way of City of Norman. Therefore, no right-of-way acquisition services are included in the scope of services. The environmental clearance for the PROJECT will be prepared by ODOT. Therefore, no environmental clearance services are included in the scope of services. It is anticipated that no utility relocations will be required. Therefore, no utility relocation services are included in the scope of services.

Traffic signal modification design and multi-modal path lighting design are not anticipated. Therefore, no traffic engineering or lighting designs are included in the scope of services.

Geotechnical services are excluded from the scope of services, but if required for the project, will be provided by the Owner.

Section 404 permitting or flood plain activity permitting is not included in the current scope of services.

The legacy trail path will be designed based on a design survey for the PROJECT that is included in the scope of services.

Limited Construction Administration has been included as follows: one pre-construction meeting, one mid and one final project site walk, and answering Requests for Information (RFI).

Incidental Construction:

The PROJECT shall include grading, paving, drainage structures, and any other ancillary construction as required, tying the proposed construction to adjacent improvements.

Specific PROJECT Requirements:

Design criteria and other requirements specific to this PROJECT include adjusting and resubmitting design alternate 1 from project K-2223-158 into a separate project:

- The design shall meet the design requirements of the contributing funding mechanisms.

- The design shall meet appropriate PROWAG guidelines as required.
- The design shall meet City of Norman standards as desired and ODOT standards as required.
- The design of the project will include drainage analyses. The hydrologic drainage calculations provided in the recent ODOT State Job [20266(04) and 20266(11)] will be used for sizing drainage structures. In most instances, the existing ODOT structures will be simply extended.
- Engineering reports, bidding, construction, and supporting documents developed by CONSULTANT shall comply with the established requirements of OWNER, the Oklahoma Department of Transportation (ODOT), and Federal Highway Administration (FHWA) for the purpose of seeking/securing federal construction funds by OWNER. CONSULTANT makes no representations, warranties, or guarantees with regard to the success of OWNER in securing said funds.

In addition, PROJECT shall be designed in accordance with the general criteria identified in PART III – Design Criteria, of this Agreement.

PART II – SERVICES PROVIDED BY OTHERS

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others unless added to the scope of services by contract amendment:

- Utility relocation design
- Certificates of title and Right-of-Way Appraisals & Acquisitions
- Easement Acquisition Legal Descriptions and/or Right of Way Plans
- Environmental Clearance
- Construction Inspection & Construction Administration Services
- Geotechnical Services
- Wetlands & Flood Plain Permitting
- Traffic engineering and lighting design

PART III – DESIGN CRITERIA

The design and plans shall conform to current State and AASHTO policies and standards (as modified under the direction of OWNER in writing) including:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, FHWA, 2009 Edition;
- Standard Specifications for Highway Construction, and Supplementals, Oklahoma Department of Transportation, 2019;
- Roadside Design Guide, American Association of State Highway and Transportation Officials, 2011 Edition;

- Right-of-way Specifications Manual for Preparation of Plans and Documents, Oklahoma Department of Transportation, (latest revision);
- Oklahoma Administrative Code (OAC), Title 730;
- Drainage Design Manual, Oklahoma Department of Transportation, 2020 Edition;
- Roadway Design Manual, Oklahoma Department of Transportation, 1992 Edition;

PART IV – GENERAL PERFORMANCE REQUIREMENTS

CONSULTANT agrees to the following as appropriate and when applicable SERVICES are included in this AGREEMENT:

1. To compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.
2. To prepare and furnish complete detailed final construction plans as called for in “DESCRIPTION OF PROJECT”.
3. The design survey and available ODOT plans will be the basis of design of the Legacy Trail path. The construction documents will require the contractor to verify critical elevations and locations prior to construction.
4. The ODOT hydrologic drainage calculations for the S.H. 9 reconstruction project will be the basis for sizing drainage structures associated with the PROJECT. In most cases, the ODOT structure will simply be extended or slightly modified.
5. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.
6. To provide public involvement participation, coordination and support between the OWNER, the effected local business owners, residents, and community based organizations. Such services shall include, but not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.
7. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at CONSULTANT’s office.
8. To coordinate its CONSULTANT’s work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.
9. To prepare and/or update CONSULTANT’s Opinion of Probable Cost at each submittal milestone (30%, 60%, 90%, 100%).
10. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports CONSULTANT’s fee and PROJECT schedule. The WBS is an expansion on the general requirements presented in PARTS I through IV. All requirements set

forth in PARTS I through IV shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in PART VI – PLAN REQUIREMENTS.

Task 2C – 90% Design

The CONSULTANT shall prepare 90% design documents. These tasks are anticipated to include the following:

- a. Prepare P & P Sheets
- b. Prepare Cross Section Sheets
- c. Prepare Drainage Structure Tables
- d. Prepare Summary Tables
- e. Prepare Driveway Schedules
- f. Prepare Pay Items, Bid Quantities & Pay Notes
- g. Prepare any Special Provisions.
- h. Prepare Signing & Striping Plan Sheets
- i. Prepare Detail Sheets
- j. Prepare Construction Sequence Plans
- k. Prepare Engineer's Estimate of Probable Cost.

Task 2D – Final Plans

The CONSULTANT shall prepare final Construction Documents suitable for City Bidding. These tasks are anticipated to include the following:

- l. Finalize P & P Sheets
- m. Finalize Cross Section Sheets
- n. Finalize Drainage Structure Tables
- o. Finalize Summary Tables
- p. Finalize Driveway Schedules
- q. Finalize Pay Items, Bid Quantities & Pay Notes
- r. Prepare any Special Provisions.
- s. Finalize Signing & Striping Plan Sheets
- t. Finalize Detail Sheets
- u. Finalize Construction Sequence Plans
- v. Finalize Engineer's Estimate of Probable Cost.

PHASE 3 – CONSTRUCTION SERVICES

Task 3A – Bid Administration

CONSULTANT will serve OWNER in a support role during the bidding/award process. CONSULTANT shall also provide the specific services outlined herein.

- a. CONSULTANT shall prepare a signed/sealed Engineer's Estimate based on the final construction documents, pay items, and quantities.
- b. CONSULTANT shall attend the Pre-Bid Conference conducted by OWNER to discuss the PROJECT and answer questions from possible contractors. CONSULTANT shall provide written responses to questions.
- c. CONSULTANT shall correspond with the contractor and OWNER for any necessary clarifications to the plan documents provided by the CONSULTANT.

Task 3B – Limited Construction Administration

CONSULTANT will serve OWNER/ODOT in a support role during the construction process. CONSULTANT shall also provide the specific services outlined herein..

- a. CONSULTANT shall attend three site walks (pre-construction, mid-construction, and final walk).
- b. CONSULTANT shall correspond with the contractor and OWNER for any necessary clarifications to the plan documents provided by the CONSULTANT.
- c. CONSULTANT shall respond to RFI's from the contractor.

PART VI – PLAN REQUIREMENTS

Drawings shall conform to ordinary ODOT drafting standard and shall be 22 x 34-inches (full size) and 11 x 17-inches (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required. For purposes of this contract, the following numbers of submittal plan sets (Plan-in-Hand & Final Plans) are included in the base fees:

- a. Full Size – 7
- b. Half-Size – 30

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis. Work in progress sets and progress meeting sets will be half size and included in the base fees.

PART VII – MUTUAL AGREEMENTS

OWNER and CONSULTANT mutually agree:

- a. SERVICES to be performed by CONSULTANT shall include and encompass those services identified in "PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS".
- b. CONSULTANT shall hold the OWNER as a confidential client. CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.

- c. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, CONSULTANT'S Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from CONSULTANT'S construction cost estimates.
- d. When the plans are completed to the field review stage, representatives of the OWNER will accompany CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.
- e. All tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations, and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction or limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans
- f. CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein or would otherwise not have been reasonably anticipated.
- g. CONSULTANT shall sign the final product of CONSULTANT'S efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional engineer registration in the State of Oklahoma.
- h. CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all the documents, survey information and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
- i. CONSULTANT and it's sub-consultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be furnished to the OWNER, and if required, to ODOT.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) 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.

1. Design Plans –90% Milestone Schedule

a. Plan Requirements

Plans shall consist of one (1) 22 x 34-inches (full size) and 11 x 17-inches (half size) prints TO SCALE.

b. (90%) Plans

The 90% Design Submittal should include, but is not limited to, the following:

- 90% ODOT Plans Checklist

- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes (Provided to Parkhill as part of ODOT's environmental clearance)
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

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

The 100% Final Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes (Provided to Parkhill as part of ODOT's environmental clearance)
- Sequence of Construction & Traffic Control Plans
- Special Provisions Form
- Final Opinion of Probable Cost – in required format
- Final Design Calculations shall be made available upon request

ADDITIONAL SERVICES NOT INCLUDED

**Environmental Mitigation Plans such as Wetlands, LUST, Hazmat.
Full time construction inspection or observation.
Construction surveying or surveying for as-built conditions.**

Property Acquisition
Appraisals -Negotiations & Acquisitions
404 permitting or flood plain activity permit.
Traffic signal modification and lighting design
Utility Relocation
Geotechnical Engineering

**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. SUBCONSULTANT 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	June 3
90% Plans	30 days after NTP
Bid Plans and Specifications	90 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 & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, 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 **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay a lump sum amount not to exceed \$ 24,352 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 2C – 90% Design	\$7,798
Task 2D – Final Plans	\$6,075
Task 3A – Bid Administration	\$5,822
Task 3B – Limited Construction Administration	\$4,657
TOTAL COMPENSATION	\$24,352

**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 Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Ben Sanchez of the Parkhill, Smith & Cooper, Inc. its Civil Engineer / Principal to me known to be the identical person(s) who executed the foregoing Agreement for Professional Services between City of Norman and Parkhill, Smith & Cooper, Inc. 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 04th day of June, 20 26

My Commission Expires: 12/06/27

Notary Public: Brittany Cotton

