

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Olsson Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to construct NW 36<sup>th</sup> Street from North of Indian Hills road to the Moore City Limit (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be 28th day of September 2021.

### **ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oklahoma.

### **ARTICLE 3 - SCOPE OF SERVICES**

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

### **ARTICLE 4 - SCHEDULE**

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

### **ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

### **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

**ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

**ARTICLE 8 -INDEMNIFICATION AND LIABILITY**

**Indemnification.** The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. 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 CONSULTANT 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 the OWNER at common law.

**Survival.** The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

**ARTICLE 9 - INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

**ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because CONSULTANT 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, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

**ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

**ARTICLE 14 - TERMINATION AND SUSPENSION**

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; provided, however, the nonperforming party shall have 14 calendar days from the receipt 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 CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or 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 CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of 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 16 - NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:  
OWNER:

Tim Miles, P.E.  
Capital Projects Manager  
City of Norman  
P.O. Box 370  
Norman, OK 73070

(Olsson):

Russell Beaty  
Transportation Team Leader/Vice President  
11600 Broadway Ext. Ste. 300  
Oklahoma City, OK 73114

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

**ARTICLE 17 - DISPUTES**

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

**ARTICLE 19 - WAIVER**

A waiver by either OWNER or CONSULTANT 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 20 - 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 it 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 21 - INTEGRATION**

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 22 - SUCCESSORS AND ASSIGNS**

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**ARTICLE 23 - ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

**ARTICLE 24 - NO THIRD PARTY RIGHTS**

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.

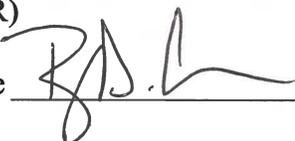
IN WITNESS WHEREOF, OWNER and (Olsson) have executed this Agreement.

DATED this 28th day of September 2021.

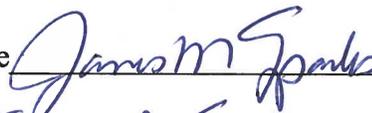
The City of Norman  
(OWNER)

(Olsson) Corporation

Signature



Signature



Name Breea Clark

Name James M. Sparks

Title Mayor

Title Oklahoma Regional Leader

Date 9/28/21

Date 9/21/2021

Attest:



Attest:



City Clerk

Secretary



Approved as to form and legality this 21 day of Sept 2021

  
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**

The project is located along 36<sup>th</sup> Avenue NW from Market Place to the Moore City Limit, in Norman, OK. The purpose of the project is to widen and reconstruct the existing 2-lane roadway to 4-lanes with on-street bicycle lanes. The widening will require the replacement of the drainage structure carrying Little River under 36<sup>th</sup> Avenue NW and the addition of a stormwater drainage system throughout the corridor. Additionally, ADA compliant sidewalks will be added along each side of the roadway.

### **DESIGN SERVICES**

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

#### **1. Grant Application**

Assist City staff in gathering data and filling out a RAISE (Rebuilding American Infrastructure with Sustainability and Equity) grant application for this project seeking an 80% federal fund match on this project. The scope of work shall include writing a project description, detailing the benefits of the project, develop cost estimates, address the selection criteria, solicit letters of recommendations, and evaluate the benefit-cost analysis of the project.

#### **2. Roadway / Street**

##### **a. Roadway Design**

36<sup>th</sup> Avenue NW will be converted from a 2-lane roadway to a 4-lane roadway from Market Place to the Moore City Limit. The facility has a posted speed limit of 50 mph, which will be used as the design speed. The roadway will be widened and reconstructed to 4-lanes that will include on-street bicycle lanes. It is anticipated that the roadway will be constructed with the same asphalt section that was used on the project immediately to the south. ADA compliant sidewalks will also be included along the roadway.

##### **b. Erosion Control**

Erosion Control plans will be provided for permanent and temporary erosion and sediment control. Silt fencing and inlet sediment filters will be utilized to control erosion.

##### **c. Street / Roadway Drainage & Localized Hydraulics**

The localized drainage patterns along the corridor will remain the same. The design will account for any existing drainage issues previously known.

**d. Storm Sewer**

A new storm sewer system will be added to the corridor and will connect to the new RCB being constructed to carry flow along Little River creek.

**e. ADA / Sidewalks / Crosswalks**

ADA compliant sidewalks, ramps and crosswalks will be included along the corridor. It is anticipated that 5-foot wide sidewalks will extend along both side of the roadway.

**f. Multimodal Paths / Trails / Bicycle Lanes**

36<sup>th</sup> Avenue NW is mapped out as an Advanced Route on the City of Norman Bike Routes map. This would include on-street bicycle lanes which are 5-feet in width along the corridor.

**3. Traffic**

**a. Traffic Signing & Striping**

The scope includes the preparation of signing and striping plans through the project extents. Plans will be developed in accordance with the latest City of Norman and ODOT standards and specifications.

**b. Traffic Control**

The scope includes the preparation of sequencing and traffic control plans for each construction phase of the project. The design intent will be to maintain 2 lanes of traffic at all times throughout construction and to allow access to all residences and main entrances within the project limits. Plans will be developed in accordance with the latest City of Norman and ODOT standards and specifications.

**4. Bridge / Structural**

**a. Bridge Design**

It is anticipated that the hydraulic study will require a bridge sized culvert to convey flow along Little River under 36<sup>th</sup> Avenue NW. A bridge sized RCB is anticipated.

**b. Hydraulic Study**

A Hydrological and Hydraulic (H&H) study for the existing structure located approximately 0.47 miles north of intersection of 36th Avenue NW and West Indian Hills Road will be conducted to determine the functional size of the required future structure at this location.

A preliminary H&H report that includes models for natural, existing, proposed and ultimate conditions to determine their performance during 2- , 5- , 10- , 25- , 50- , 100- and 500-year storm events will be submitted for the staff review and approval. The final H&H report will address all comments generated from the review of the preliminary H&H report.

This scope does not include a Federal Emergency Management Agency (FEMA) map change. The existing structure is located in FEMA regulatory flood Zone A. However, river reaches located a short distance upstream and downstream of this location are located in FEMA regulatory flood Zone AE. If it is decided that the Base Flood Elevation (BFE) needs to be located at this location and the FEMA maps need to be changed as a part of this project, this scope will be amended to include that effort.

**5. Survey**

The City of Norman Benchmark and Survey Control Network, updated in September 2018, will be used to establish site control for this project. The scope for the design survey requested is as follows:

**a. Topographic Survey**

Topographic survey will be provided along 36<sup>th</sup> Avenue NW from the intersection of Market Road north approximately 2000 feet and will include limits to the face of buildings or 100 feet either side of the existing centerline. At the existing RCB, the survey will include 50-foot-wide section 300 feet upstream and downstream from the centerline of the roadway. Flowline elevations of existing channel shall be located not more than a maximum of 25 feet between points. Locate finish floor elevations of buildings near the limits of survey.

All topographic features including, but not limited to, paving, landscape features, and manmade structures will be located. Building faces and any vertical encroachments extending from the building faces will be located.

**b. Utility Locates**

Utilities with top of rims and inverts (where necessary), utility structures, on the ground and overhead, will be located with the assistance of a utility located created through OKIE811 and, as available, thru the City of Norman GIS database.

**c. Property / Right of Way**

Right of Way verification along this route will be established using available plats, deeds and right of way plans by records of the Cleveland County Clerk's Office. Parcel ownership information will be shown along the right of way on both sides of 36<sup>th</sup> Avenue NW. Additionally, the City of Norman/City of Moore limits will be identified.

**d. Landowner Notifications**

Any areas of the survey that requires access to private property, notification attempts shall first be made by Olsson surveyor. If access is not possible, a letter of intent will be sent to property owner as listed by records of the Cleveland County Clerk's Office.

**e. Survey Data Sheets**

Survey plan sheets will be included as part of the plan set. The sheets will include the site control and topographic features. This will be performed under direct supervision of a licensed Surveyor in the State of Oklahoma.

**6. Geotechnical Testing**

Geotechnical Testing is not part of this scope. It is anticipated that the pavement design for this project will match the project immediately to the south. If additional geotechnical studies are needed, they will be performed as a supplement to this contract.

**7. Environmental Clearance**

**a. NEPA Checklist**

CONSULTANT responsibility for environmental clearance shall be limited to preparing/completing ODOT's National Environmental Policy Act (NEPA) Checklist

Form in collaboration with OWNER. The NEPA clearance necessary to acquire right-of-way and construct the PROJECT shall be submitted and obtained by ODOT as is the ordinary practice for ACOG/ODOT/FHWA funded projects. Specifically, the CONSULTANT will perform the following tasks:

- Complete ODOT's NEPA Checklist form and necessary studies including field investigations and reports for waters and wetlands, ESA Section 7 assessment, migratory birds and hazardous waste, a cultural resource study and noise study
- Prepare the Adjacent Ownership List and prepare the notification mailout for right-of-entry for environmental clearance. Review & update as necessary
- Coordinate with ODOT as necessary

**b. Public Meeting**

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting Public Meeting(s) associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Conduct the required Public Meeting
- Prepare and publish the required Public Notice advertisement
- Prepare Power Point Presentation and submit to OWNER at least 10 days prior to public meeting and revise as requested
- Attend and present at the Public Meeting as requested by the OWNER
- Prepare responses to questions raised at the Public Meeting
- Prepare meeting minutes
- Prepare various meeting exhibits
- Notify Norman City Council and Politicians of Public Meeting schedule
- Take site pictures of PROJECT

**c. Presentation to City Council**

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting a presentation to City Council.

**8. Right-Of-Way (R/W)**

The CONSULTANT will prepare up to eight (8) exhibits/legal descriptions required for obtaining new rights-of-way/easements along the surveyed corridor. It is anticipated that separate R/W plans, R/W Staking, and acquisition assistance is not included as part of this contract, but can be added through amendment.

**a. R/W and/or Easement Staking**

Right-of-Way staking will be included as part of the project with the anticipation of providing staking twice during the project life.

**9. Utilities**

**a. Utility Map (color-coded)**

CONSULTANT will provide a color-coded set of plan and profile sheets to each utility company affected as determined and necessary to coordinate the project construction and utility relocations

- b. Utility Relocation Coordination**  
OWNER will coordinate the relocation of utilities and required for the project and will request written approval from all utility companies as to the accuracy of all facilities on the plans.
- c. Utility Meetings**  
CONSULTANT will attend utility relocation meetings with each utility. The meeting will be coordinated by the City of Norman. OWNER will prepare the meeting minutes.
- d. Utility Relocation Plan Review**  
CONSULTANT will ensure any utility relocations plans meet the requirements of the project.
- e. Utility Relocation Design**  
The design of OWNER owned utility relocations is not included in this scope. If the design or relocation of OWNER-owned utilities is necessary (Such as water and/or sanitary sewer), services will be added to the agreement by written amendment.

## **10. Construction**

- a. Bidding (ACOG/ODOT/FHWA Funded Projects)**  
ODOT will assume primary responsibility for the bidding / award process for projects funded by ACOG/ODOT/FHWA. The CONSULTANT will serve the OWNER in a support role during the bidding / award process. CONSULTANT shall (at a minimum) submit all construction documents and plans required by ODOT in the desired format and in conformance with ODOT's standard submittal procedure. Additionally, the CONSULTANT shall attend the Pre-Bid Conference and answer questions from possible contractors, including the development of written responses to the questions received and review of the meeting minutes produced by ODOT.
- b. Construction Support**  
CONSULTANT shall attend any scheduled Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled progress meetings, as required.
- c. Record Drawings**  
Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

## **MEETINGS**

The CONSULTANT shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

## DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

## DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) opinion of probable cost updates, 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 – 30/60/90 Milestone Schedule

#### a. Plan Requirements

Plans shall consist of one (1) Full-size electronic copy (PDF), (1) Half-size electronic copy (PDF), five (5) 11 x 17-inches (half size) prints and one (1) copy of MicroStation files (.dgn).

#### b. Preliminary (30%) Plans and Design Analysis

The 30% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 30% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Plan and Profile Sheets
- Preliminary Bridge General Plan and Elevation
- Preliminary Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Opinion of Probable Cost
- Updated Design Schedule

The preliminary plan submittal will be accompanied by a written design analysis (preliminary report). The report will summarize the project scope, approach and design considerations. Proposed solutions will be presented in the report along with estimates and a recommendation. The content of the deliverable will be coordinated with City staff.

#### c. 60% Plans

The 60% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables

- Storm Water Management Plan
- Plan and Profile Sheets
- Final Bridge General Plan and Elevation
- Sign and Striping Sheets
- Demolition Sheets
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

**d. Right-of-Way Documents**

- 65% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Survey Data Sheets including Utility Data Sheets
- Preliminary Cross Sections
- Right-of-Way and Utility Affidavit (if no right of way is needed and utilities do not need to be relocated or have been cleared)
- Right-of-Way Plans with:
  - Owner Name & Information
  - Book and Page Information, if applicable
  - Easements with Book and Page Information
  - Parcel Numbers
  - Dimensions
  - Overall Parcel Map
- Legal Descriptions with:
  - Written Descriptions
  - Exhibits

**e. Final (90%) Plans**

The 90% Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 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
- Final Bridge General Plan and Elevation
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets

- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

**f. 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
- Final Bridge General Plan and Elevation
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- NOI Form (if applicable)
- Special Provisions Form
- ROW and Utilities Affidavit
- Final Opinion of Probable Cost – in required format
- Bid Documents and/or Documentation as required by OWNER or bidding agency
- Final Design Calculations shall be made available upon request

**ADDITIONAL SERVICES NOT INCLUDED**

**Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting etc.**

**Full time construction inspection or observation**

**Construction surveying or surveying for as-built conditions**

**Property Acquisition**

**Appraisals, Negotiations & Acquisitions**

**Traffic Study**

**Utility Relocation Plans**

**Geotechnical Services**

**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	September, 2021
Survey	45 days after NTP
NEPA Checklist/Approval	200 days after NTP
30% Plans	90 days after NTP
30% Plan Review/Meeting	14 days
60% Plans	90 days after 30% Plan Review Meeting
60% Plan Review/Meeting	14 days
Right-of-Way Documents	30 days after 60% Plan Review Meeting
90% Plans	90 days after 60% Plan Review Meeting
90% Plan Review/Meeting	14 days
Final PS&E	30 days after 90% Plan Review Meeting

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.

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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 an amount not to exceed \$401,500 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 1 – Grant Application	\$63,300
Task 2 – Roadway / Street	\$138,500
Task 3 – Traffic	\$39,500
Task 4 – Bridge / Structural	\$49,400
Task 5 – Survey	\$25,000
Task 6 – Geotechnical Testing	N/A
Task 7 – Environmental Clearance	\$52,800
Task 8 – Right-of-Way	\$8,000
Task 9 – Utilities	\$10,000
Task 10 – Construction	\$15,000
Task 11 – Additional Items	N/A
<b>TOTAL COMPENSATION</b>	<b>\$401,500</b>

**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, estimates, 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 legal assistance as required in the preparation, review, and approval of construction documents.
6. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
7. 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.