

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Cowan Group Engineering, LLC (CONSULTANT) for the following reasons:

1. OWNER intends to construct 48th Avenue NW from Rock Creek Road to Tecumseh Road (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 ____ day of _____, 2026.

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. To the extent permitted by law, including the Constitution of the State of Oklahoma, 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 or its subcontractors, if any, in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any subconsultant hired by CONSULTANT for the Project. 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. This indemnity is not limited except as provided by applicable Oklahoma law. 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 that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the 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 the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the 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, the 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. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the 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 Attachment A, 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 THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to 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:

Paul D'Andrea, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Cowan Group Engineering, LLC
Jeff Cowan
Managing Member
7100 N. Classen Blvd., Suite 500
Oklahoma City, OK 73116

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 as allowed by applicable law and regulation. 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

ARTICLE 25 – ACKNOWLEDGEMENT

If CONSULTANT has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, CONSULTANT hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and Cowan Group Engineering, LLC have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Cowan Group Engineering, LLC

Signature Jeff Cowan

Name JEFF COWAN

Title MANAGING MEMBER

Date 8/6/2026

Attest:

Sp. Fahn
Secretary

Approved as to form and legality this 19 day of August 2026.

Disabeth Chichele
City Attorney

Signatory Notarization

STATE OF Okla., COUNTY OF Okla., SS:

Before me, the undersigned, a Notary Public in and for said Teff Cowan
of the Cowan Group Engineering, its Managing Member,
to me known to be the identical person(s) who executed the foregoing Contract No K-2627-45
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 6th day of Aug, 2026.

My Commission Expires: 5/20/30

Notary Public: Tonya Alexander



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 scope of work is to improve the existing two-lane 48th Avenue Northwest from Rock Creek Road to Tecumseh Road to a two-lane curb and gutter roadway with exclusive left turn lanes at intersections. The project will include a Preliminary Engineering Report that is included with the 30% Plan Submittal. The preferred typical section is three-lane curb and gutter section with a 10-foot offset trail including exclusive left turn lanes at intersections. The project will begin north of the Rock Creek Road intersection with minimal design and construction on the subject intersection. Reconstruction of 48th Avenue up to the Tecumseh Road intersection will be included in the design and construction. A traffic study and signals are not expected to be included with the project. The scope of work will include topographic survey, existing property boundary research, geotechnical analysis, utility coordination, roadway design, drainage design, and ADA Compliance for all features. Design of utility relocations is not included in this scope of work.

DESIGN SERVICES

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

1. Roadway / Street

48th Avenue Northwest from Rock Creek Road to Tecumseh Road will be redesigned to a three-lane roadway with a 10-foot offset trail including exclusive left turn lanes at intersections.

The project will include drainage analysis to evaluate options for a storm sewer system. Drainage areas will be delineated utilizing available CITY provided contour and zoning data for the area along with as-built plans and survey data. Storm drainage infrastructure will be designed to meet current City of Norman criteria including hydraulic calculations. On the west side of 48th Avenue the storm sewer inlets will be drained into a roadside ditch paralleling the street. The east side of 48th Avenue will be an enclosed storm sewer system that will utilize cross drains that will outlet into the ditch on the west side.

Current USGS maps show the blueline stream paralleling the west side of 48th Avenue. Most of the west side 48th Avenue is bordered by FEMA Zone AE. There is one (1) structure crossing 48th Avenue at Las Colinas Lane that carries runoff from the neighborhood to the west. Hydraulic modeling (HEC-RAS or other appropriate methodology) is needed as part of this contract as there is one (1) major cross drainage structure along the corridor.

West of the project location is primarily Zone AE floodplain and is undeveloped agricultural area. No change in the current development status is expected. The project will be designed for no rise and widened ditches to offset fill to accomplish no fill in floodplain

(balance cut and fill). A drainage study will be completed and a drainage report will be submitted.

2. Traffic

Signing and striping along the corridor will be developed in conjunction with the roadway design to accommodate the new roadway configuration and multimodal facility configuration per the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

Phased traffic control will be designed to facilitate construction to allow two-way traffic through the duration of construction. Signals are not expected to be required and are not included in the scope. The existing signals at Tecumseh Road will not be modified and the stop condition at Rock Creek Road will be included in the final plans. The traffic control plan with intersection construction will be handled through stop control. A traffic study is not included in the scope of work.

No street and/or pedestrian lighting is included in the scope.

3. Bridge / Structural

Storm sewer design will be evaluated and any potential need for special drainage structures, such as junction boxes, will be assessed.

The need and size of new cross drains will be determined by the drainage study. The cross drains and headwalls will be designed and detailed to meet AASHTO Design Standards and City of Norman Design Criteria

4. Survey

Topographic survey will be provided along the centerline of 48th Avenue with a corridor of east 150 feet or to the existing right-of-way fence whichever is less and 200 feet to the west. The survey will also include a minimum of 100 feet in all directions at all side street and cross street intersections or through the first driveway, whichever distance is greater. At the intersection of Fountain View Drive the survey will extend east 200 feet and shall include street grate. The survey will include both detention ponds located between Las Colinas Lane and Enclave Drive and drainage inlets, outlets, or weirs on the perimeter of the ponds. At the intersection of Tecumseh Road and 48th Avenue the survey will extend a minimum of 250 feet in all directions. At the existing cross drains the survey will include a 50-foot wide section and 250-feet upstream and downstream from the centerline of the roadway.

Survey control will be based on the City of Norman Control network and will include 1-foot contour intervals with spot elevations at all key locations such as drainage features, sanitary sewer manholes, etc. Survey will denote the location of all visible utilities, those identified through OKIE 811 requests and any obtained from the City of Norman utility atlas maps. Additional items to be shown include all improvements within the scope areas such as drives, parking lots, landscaping, etc.

The CONSULTANT will notate identification/ownership of all adjoining properties and their rights-of-way and/or easements along the surveyed corridor. The survey will include property lines and alignment ties to monuments or corners. Landowner notifications will be limited to the owners of property that will be accessed during survey field work. Exhibits/legal descriptions for obtaining new rights-of-way/easements will be generated to be used during the acquisition process. Survey data sheets will be included in the plan sets for submission.

Staking for the new right-of-way or easement is included in Section 7: Right-Of-Way (R/W). Right-of-way acquisition services are not provided as part of this contract but can be added through amendment as needed.

5. Geotechnical Testing

Roadway geotechnical investigation will include an In-Place Soil Survey (with ten [10] core locations) and a Shoulder Soil Survey (with ten [10] core locations), with soil borings and pavement cores. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes. In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on selected recovered samples. Soil samples will be classified in accordance with AASHTO and Unified Soil Classification Systems. In addition, Standard Proctor and California Bearing Ratio (CBR) tests will be performed on representative composite bulk samples.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included. Both a concrete and asphalt pavement design will be provided.

Bridge geotechnical, retaining wall geotechnical and sign/light pole foundation recommendation are not provided as part of this contract but can be added through amendment as needed.

6. 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:

- 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 ODOT, City Council, and Politicians of Public Meeting schedule
- Take site pictures of PROJECT

7. Right-Of-Way (R/W)

Right-of-way is anticipated on this project. The CONSULTANT will prepare exhibits/legal

descriptions for the acquisition of right-of-way and R/W plans for five (5) parcels. The CONSULTANT will provide R/W Staking for the five (5) parcels during the acquisition process. R/W acquisition assistance is not included as part of this contract but can be added through amendment.

8. Utilities

The CONSULTANT will provide utility investigations along the corridor for the Preliminary (30%) Plan and Design Analysis milestone in coordination with the CITY. The CONSULTANT will discuss the level, location, and requirements for spot or segment wide subsurface investigations at that time with the CITY. Subsurface utility Investigations (SUE) Level B are included; Level A (potholing) is not included as part of this contract but can be added through amendment.

The CONSULTANT will provide a color-coded Utility Map according to OKIE 811 color coding along the corridor.

The CONSULTANT shall help coordinate and attend utility meetings at each milestone, as needed. Utility coordination will include communication with utility companies and the City's utility department.

Design of utility relocations is not included in this scope of work but can be added through

9. 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 (up to 12 meetings).

c. Record Drawings

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

10. Additional Services

MEETINGS

The CONSULTANT shall schedule milestone meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project. Brief weekly conference calls between the OWNER Project Manager and CONSULTANT Project Manager shall be conducted.

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. It is expected that this project will be bid and awarded by the City of Norman; however, the project design and plans will be per the current ODOT requirements in the event that funding is available for the project to be bid and awarded by ODOT.

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

Plan submissions will include both hard-copy and electronic deliverables. The hard-copy submittal shall consist of one (1) 24 x 36-inches (full-size) and (4) 11 x 17-inches (half-size) plan sets printed to scale (per ODOT standards) and delivered to the City of Norman Engineering Department. For the electronic submittal, the CONSULTANT will upload the plan set (and all other requested documents) to SmartSheet.

b. Preliminary Engineering Report

A Preliminary Engineering Report will be submitted and shall include the following information:

- Develop 15% Sketch Plans and alternates
- Review 15% Sketch Plan with City Staff
- Existing Conditions (Typical Sections, Drainage, Right-of-Way)
- Proposed Conditions (Typical Sections, Drainage, Right-of Way)
- Concrete & Asphalt Pavement Design
- ~~Traffic Study~~
- Drainage Study / Drainage Report
- Engineering Report
 - o Conceptual Plan Sheets with Aerial background
 - o Conceptual Typical Sections
 - o Preliminary Construction Sequence
 - o Conceptual Estimated Construction Costs
- Draft Engineering Report
- Present Report to Council (As Required)

- Prepare and Deliver Final Engineering Report o Five (5) Hard Copies and one (1) PDF

c. Preliminary (30%) Plans

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
- Horizontal Control Sheet
- Drainage Area Map
- Roadway 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

d. 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
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- ~~Traffic Signal Layout Plans~~
- ~~Traffic Signal Detail Plan~~
- ~~Traffic Signal Summary Sheet~~
- ~~Landscaping Layout Sheet~~
- ~~Landscaping Details~~
- ~~Irrigation Layout Sheet~~
- ~~Irrigation Details~~
- ~~Lighting 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 Construction Cost
- Updated Design Schedule

e. Right-of-Way Documents

- 65% ODOT Plans Checklist
- 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

f. 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
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- ~~Traffic Signal Layout Plans~~
- ~~Traffic Signal Detail Plan~~
- ~~Traffic Signal Summary Sheet~~
- ~~Landscaping Layout Sheet~~
- ~~Landscaping Details~~
- ~~Irrigation Layout Sheet~~
- ~~Irrigation Details~~
- ~~Lighting 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 Construction Cost
- Updated Design Schedule

g. 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
- Pay Item Lists and Notes
- Summary Sheets
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- ~~Traffic Signal Layout Plans~~
- ~~Traffic Signal Detail Plan~~
- ~~Traffic Signal Summary Sheet~~
- ~~Landscaping Layout Sheet~~
- ~~Landscaping Details~~
- ~~Irrigation Layout Sheet~~
- ~~Irrigation Details~~
- ~~Lighting 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 Construction 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

- Landscape / irrigation design and plans
- Traffic Signal Design and Detailing
- Environmental / Environmental Checklist (ODOT of required)
- 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
- GIS mapping services or assistance with these services
- Providing renderings, model, and mock-ups
- Subsurface and/or potholing for utility locations (SUE)
- Federal, State, or Local Permits
- Roadway and Pedestrian Lighting Design
- Assisting OWNER 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).
- Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of 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	October 5, 2026
Survey	November 19 2026 (45 Days from NTP)
Preliminary Engineering Study	March 19, 2027 (120 Days from NTP)
Public / Stakeholder Meeting	TBD
30% Plans	July 17, 2027 (120 Days from NTP)
30% Plan Review Meeting	July 31, 2027 (14 Days)
60% Plans	October 29, 2027 (90 Days)
60% Plan Review Meeting	November 12, 2027 (14 Days)
90% Plans	January 11, 2028 (60 Days)
90% Plan Review Meeting	January 25, 2028 (14 Days)
Bid Plans and Specifications	February 8, 2028 (14 Days)

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, 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 of \$503,750.00 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:

SCOPE OF SERVICES

Task 1: Preliminary Engineering Report	\$ 20,000
Task 2: Preliminary (30%) Plans	\$ 85,000
Task 3: 60% Plans	\$ 105,000
Task 4: Right-of-Way Documents / Staking	\$ 8,750
Task 5: Final (90%) Plans	\$ 105,000
Task 6: Plans, Specifications, and Estimate (PS&E) Submittal	\$ 35,000
Task 7: Public Meetings & Stakeholder Involvement	\$ 18,000
Task 8: Bidding / Construction Support / Record Drawings	\$ 38,000
Task 9: Survey	\$ 56,000
Task 10: Geotechnical Investigations	\$ 33,000
PROJECT TOTAL (LUMP SUM)	\$ 503,750

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include OWNER directed work that is clearly outside of the Scope of Services in Attachment A. The fee structure for additional services shall be based on time and expense from CONSULTANT's Professional Hourly Rates. CONSULTANT will notify OWNER for OWNER's approval before proceeding.

HOURLY RATE SCHEDULE

2026 PROFESSIONAL SERVICES

Principal	\$319.00
Associate.....	\$289.00
Client Manager.....	\$264.00
Team Lead	\$253.00
Project Manager II.....	\$231.00
Project Manager I.....	\$222.00
Project Engineer III.....	\$215.00
Project Engineer II.....	\$197.00
Project Engineer I.....	\$184.00
Engineer Level II	\$169.00
Engineer Level I	\$157.00
Engineering Technician IV	\$176.00
Engineering Technician III	\$165.00
Engineering Technician II.....	\$150.00
Engineering Technician I.....	\$134.00
CAD Technician I	\$110.00
GIS Technician I.....	\$94.00
Administrative.....	\$134.00
Clerical	\$96.00
Intern.....	\$65.00
Survey Manager.....	\$229.00
Professional Land Surveyor II.....	\$210.00
Professional Land Surveyor I.....	\$184.00
Survey Field Manager	\$165.00
Survey Crew - Scanner	\$356.00
Survey Technician III.....	\$176.00
Survey Technician II.....	\$165.00
Survey Technician I.....	\$94.00
CAD Technician III	\$131.00
CAD Technician II	\$120.00
CAD Technician I	\$110.00
GIS Technician I.....	\$94.00
Construction Engineer.....	\$235.00
Construction Manager.....	\$190.00
Resident Project Representative III	\$135.00
Resident Project Representative II	\$115.00
Resident Project Representative I	\$95.00

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans and colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

The rates and expenses described may be revised annually.

**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.