

## **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. The OWNER intends to reconstruct Juniper Lane from Chautauqua Avenue to Lahoma Avenue and Fairfield Drive from McCall Drive to Willow Lane (the PROJECT); and,
2. The OWNER requires certain professional survey, design, analysis and engineering services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

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

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

The effective date of this AGREEMENT shall be \_\_th day of \_\_\_\_\_, 2022.

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

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

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

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

### **ARTICLE 4 - SCHEDULE**

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A, Scope of Services** according to the schedule set forth in **Attachment B, Project Schedule**.

### **ARTICLE 5 -COMPENSATION**

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

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

The OWNER shall be responsible for all matters described in **Attachment D, Owner's Responsibilities**. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the 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. The OWNER represents that the 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 applicable 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 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, the 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.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the 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 the OWNER and the CONSULTANT, each to the same extent.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

The 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 the CONSULTANT, to fulfill contractual responsibilities to the 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 the 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; (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 the CONSULTANT cannot 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 the 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 the 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 the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the 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 the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

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

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The 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 the 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. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither the OWNER nor the 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 the OWNER or the CONSULTANT under this AGREEMENT. The 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:**

Brandon L. Brooks, E.I.T., CFM  
Staff Engineer  
City of Norman  
P.O. Box 370  
Norman, OK 73070  
(405) 366-5459 Phone  
(405) 366-5418 FAX

**CONSULTANT:**

Cowan Group Engineering LLC.  
Jeff Cowan, P.E.  
Principal / Managing Member  
OKLAHOMA CITY OFFICE  
7100 N. Classen Blvd, Suite 500  
Oklahoma City, OK 73116  
(405) 463-3369 Phone

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

**ARTICLE 17 - DISPUTES**

In the event of a dispute between the OWNER and the 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 any such dispute, the parties may pursue any and all remedies available under applicable law.

**ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

The 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. The 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 the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The 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 the OWNER or the 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 the OWNER and the 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**

The OWNER and the 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 the OWNER nor the 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, the CONSULTANT may assign its rights to payment without the 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 the 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 the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and COWAN GROUP ENGINEERING LLC. have  
executed this AGREEMENT.

DATED this \_\_\_th day of \_\_\_\_\_, 2022.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Cowan Group Engineering LLC.  
(CONSULTANT)

Signature  \_\_\_\_\_

Name Jeff Cowan, P.E.


Title Managing Member

Date 3/4/2022

Attest:

  
\_\_\_\_\_  
Secretary

Approved as to form and legality this 4 day of March 2022.

  
\_\_\_\_\_  
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 scope of work for the FYE 2023 Urban Reconstruction Project is to improve two (2) existing neighborhood streets as a part of the City of Norman's 2021 Street Maintenance Bond Program. The two (2) streets are Juniper Lane from Chautauqua Avenue to Lahoma Avenue and Fairfield Drive from McCall Drive to Willow Lane.

#### Juniper Lane

Juniper is an existing two (2) lane concrete roadway with existing sidewalks on the south side of the street. The existing roadway width is 24-foot with trees lining the streets. The two connecting asphalt streets of Chautauqua Avenue and Lahoma Avenue have been previously improved.

#### Fairfield Drive

Fairfield is an existing two (2) lane concrete roadway with 26-foot-wide curb and gutter section. The connecting intersection to the south at McCall Drive has been previously improved.

The scope of work will include topographic survey, existing property boundary research, geotechnical analysis, utility coordination, roadway design, and ADA Compliance. 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**

Juniper and Fairfield will be redesigned to a new two (2) lane local roadway per City of Norman Standard Typical Section. All drainage shall be surface drainage with a positive flow downstream to connecting streets. All driveways and sidewalks shall be designed to meet the most current version of the ADA, AASHTO, and PROWAG guidelines.

#### Juniper Lane

The proposed design is the reconstruction of the street with a new concrete or asphalt roadway with concrete curb and gutter and sidewalks on both sides. Roadway design shall meet City of Norman Standards and Specifications.

#### Fairfield Drive

The proposed design is the reconstruction of the street with a new 26-foot-wide concrete roadway with concrete curb and gutter. Roadway design shall meet City of Norman



Standards and Specifications.

**2. Traffic**

Phased traffic control will be designed to facilitate construction to allow a minimum of one-way traffic through the duration of construction and access to all residents along project corridor.

**3. Survey**

Topographic survey will be provided along the corridor from the centerline Juniper Lane and the centerline of Fairfield Drive from 10 feet outside of right-of-way and 20 feet outside each residential driveway at the right-of-way. The survey will also include a minimum of 100 feet or through the first driveway, whichever distance is greater, in all directions at all side street and cross street intersections.

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.

Landowner notifications, generation of exhibits/legal descriptions for obtaining new rights-of-way/easements, right-of-way acquisition services, and survey data sheets are not provided as part of this contract but can be added through amendment as needed.

**4. Geotechnical Testing**

Roadway geotechnical investigation will include five (5) borings to be drilled on alternating sides of the roadway. The borings will include two (2) along Juniper and three (3) along Fairfield. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes. Dynamic Cone Penetrometer (DCP) testing will also be performed in the borings. 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, two (2) 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.

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

Right-of-way is not anticipated on this project. The CONSULTANT is not expected to prepare exhibits/legal descriptions. R/W plans, R/W Staking, and acquisition assistance is not included as part of this contract but can be added through amendment.

**6. 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 are 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 amendment.

**7. Construction**

**a. Bidding**

Once the final opinion of probable construction cost are accepted by the OWNER, the CONSULTANT shall:

- Attend the Pre-Bid Meeting and provide information to the OWNER as appropriate to clarify, correct, or change the bidding documents; the OWNER will submit any required Addenda.
- Analyze and evaluate bids in order to make a written recommendation for award to the OWNER.

**b. Construction Support**

CONSULTANT shall attend a 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 monthly progress meetings as requested (up to 6 meetings).

**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 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.

## 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 – 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.

#### b. Preliminary (30%) Plans

The 30% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Roadway Plan and Profile Sheets
- Opinion of Probable Construction Cost
- Updated Design Schedule

#### c. 60% Plans

The 60% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Storm Water Management Plan
- Roadway Plan and Profile Sheets
- Sign and Striping Sheets
- Demolition Sheets
- Estimate of Earthwork
- Preliminary Cross Sections
- Preliminary Construction Sequencing
- Opinion of Probable Construction Cost
- Updated Design Schedule

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

The 100% Final Design Submittal should include, but is not limited to, the following:

- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Final Cross Sections
- Detail Sheets
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probable Construction Cost

**ADDITIONAL SERVICES NOT INCLUDED**

1. Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting, etc.
2. Full time construction inspection or observation
3. Construction surveying or surveying for as-built conditions
4. Proposed Right-of-Way or Preparation of Legal Descriptions and Tract Maps
5. Property Acquisition
6. Appraisals - Negotiations & Acquisitions
7. GIS mapping services or assistance with these services
8. Providing renderings, model, and mock-ups
9. Utility Relocation Design
10. Subsurface and/or potholing for utility locations
11. HEC-RAS Modeling
12. Federal, State, or Local Permits
13. Roadway and Pedestrian Lighting Design
14. 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).
15. 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.

16. 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	March 8, 2022
Survey	March 21, 2022 (10 Days)
30% Plans	March 28, 2022 (6 Days)
60% Plans	May 5, 2022 (28 Days)
Final Plans	May 25, 2022 (14 Days)
Bid Advertisement	May 26, 2022

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 of \$ 80,000 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: Survey	\$	7,700
Task 2: Preliminary (30%) Plans	\$	10,100
Task 3: 60% Plans	\$	23,600
Task 4: Plans, Specifications, and Estimate (PS&E) Submittal	\$	19,400
Task 5: Bidding / Construction Support / Record Drawings	\$	9,600
Task 6: Geotechnical Investigations	\$	9,600
<b>PROJECT TOTAL (LUMP SUM)</b>	<b>\$</b>	<b>80,000</b>

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**

#### **Professional Services:**

Principal	\$260.00
Associate	\$224.00
Client Manager	\$204.00
Team Lead	\$191.00
Project Manager	\$185.00
Project Engineer III	\$174.00
Project Engineer II	\$165.00
Project Engineer I	\$153.00
Engineer Level II	\$142.00
Engineer Level I	\$130.00
Engineering Technician II	\$123.00
Engineering Technician I	\$112.00
CAD Technician	\$100.00
GIS Technician I	\$78.00
Survey Technician I	\$78.00
Survey Technician II	\$92.00
Survey Manager	\$158.00
Survey Crew - One-Man	\$138.00
Survey Crew - Two-Man	\$215.00
Survey Crew - Scanner	\$297.00
Construction Services Administrator	\$148.00
Resident Project Representative II	\$118.00
Resident Project Representative I	\$109.00
Administrative	\$112.00
Clerical	\$80.00
Intern	\$54.00

#### **Expenses:**

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	IRS Allowable

**The rates and expenses described may be revised annually.**

### **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



**ATTACHMENT D  
OWNER'S RESPONSIBILITIES**

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

**OWNER RESPONSIBILITIES**

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The 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 the SERVICES of the CONSULTANT.
4. The 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 the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall furnish legal assistance as required in the preparation, review and approval of construction documents.
6. The OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
7. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.