

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and H.W. Lochner, INC. (CONSULTANT) for the following reasons:

1. OWNER intends to construct a new bridge and roadway approach for Franklin Road over Little River located 0.1 miles West of 36th Avenue Northeast (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 25th day of March, 2024.

ARTICLE 2 - GOVERNING LAW; VENUE

This AGREEMENT shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

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 within thirty (30) days of 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 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 sub-consultant 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 (30) 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 fifteen (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 fourteen (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:

Joseph Hill
Streets Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

H.W. Lochner, INC
Evan Ludwig
Vice President
6301 Waterford Blvd, Suite 310
Oklahoma City, OK 73118

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

laws and regulations, including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, 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. 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 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.

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; 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 CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DATED this 25th day of March, 2024.

The City of Norman
(OWNER)

H.W. Lochner, INC
(CONSULTANT)

Signature _____

Signature Evan Ludwig

Name _____

Name Evan Ludwig

Title _____

Title Vice President

Date _____

Date 3-25-2024

Attest:

Attest:

City Clerk

Julie Taylor
Secretary



Approved as to form and legality this 4 day of April 2024.

Christina Luchala
City Attorney

ATTACHMENT A SCOPE OF SERVICES

H.W. LOCHNER, INC. FRANKLIN ROAD OVER LITTLE RIVER (NBI 09991) March 1, 2024

Project Scope

The project intent is to replace the bridge over Little River. A Preliminary Engineering Study will be developed to provide a recommended alternate that includes impacts respective of the bridge, roadway, right-of-way and environment.

1. PRELIMINARY ENGINEERING REPORT

The planned improvements to Franklin Road include replacing the existing bridge over Little River. Franklin Road is considered a rural collector within the City of Norman's Comprehensive Transportation Plan. The proposed improvements are for a 26-foot clear roadway with six-foot paved shoulders. During the study, any criteria, reviews and decisions shall be based on improvements that accommodate constraints with the Little River and landowner on the south side. It is anticipated that there will be three alternatives for the bridge replacement.

Conceptual layouts of the proposed configuration will be prepared to a level that allows adequate information to evaluate the project impacts. The conceptual plans will include, but not be limited to the following information:

- Bridge type, length and width
- Roadway grades
- Construction limits
- Potential utility relocations
- Existing and proposed right-of-way limits
- Environmentally sensitive elements in the project area

The design survey will be used to identify construction, environmental, right-of-way and utility impacts. An impact matrix will be developed to document the evaluated alternatives and respective costs for construction, environmental, right-of-way and utilities.

2. ROADWAY DESIGN

The road will be closed during construction. Roadway designs will be prepared in accordance with current City of Norman design standards, ODOT design standards, AASHTO "A Policy on Geometric Design of Highways and Streets", 7th Edition, and AASHTO Roadside Design Guide, 4th Edition.

Design for all permanent or temporary traffic control will be prepared in accordance with current ODOT and AASHTO Manual on Uniform Traffic Control Devices design standards.

Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

3. BRIDGE DESIGN

The bridge over Little River will be replaced and consist of two lanes. It is anticipated multiple span arrangements will be included as part of the Preliminary Engineering Report.

- Bridge A; Bridge Replacement (NBI 09991)
 - Existing 60' Steel I-Beam Span
 - Proposed Bridge To Be Determined by Hydraulics

The anticipated plan sheets for the Bridge is:

1. General Plan & Elevation

All design will be prepared in U.S. customary units and in accordance with the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction, 2019.

The actual scope of work and fee will be defined as a contract modification and the Notice to Proceed will be issued at a later date after completion of the Preliminary Engineering Report.

4. UTILITY COORDINATION

The consulting engineer will show all existing utility information provided by the survey on the roadway and bridge plans. The consulting engineer will give an appropriate amount of effort to produce a final design minimizing impacts to the utilities. Utility relocation plans will be the responsibility of the City. The consulting engineer will notify all known utility companies with facilities affected by the proposed project and coordinate necessary utility and facility relocations or modifications.

5. BRIDGE HYDRAULICS

Refer to the attached exhibit from LMRK Engineering.

6. GEOTECHNICAL

Refer to the attached exhibit from Red Rock Consulting.

7. SURVEY

Refer to the attached exhibit from Frontier Land Surveying.

8. ENVIRONMENTAL

Refer to the attached exhibit from CCE.

9. ADDITIONAL ITEMS

Right-Of-Way

Right-of-way plans, title/abstract certifications and right-of-way acquisition will be by supplement. The consulting engineer will provide roadway plans with required right-of-way shown with stations and offset distances in addition to exhibits with legal descriptions. An appropriate amount of effort will be made to minimize right-of-way impacts.

Bidding / Construction

The consulting engineer will be available to answer questions and assist City staff during the bidding and construction phases. This scope of services does not include Construction Management or Inspection.

Services Not Included in Scope of Work

- Right-of-Way plans
- Utility relocation plans
- Traffic studies
- Public and Stakeholder meetings
- Construction management
- Construction inspection
- Construction staking

Meetings

Additional meetings included in the Scope of Services:

- Attend two (2) in-person preliminary review meetings with the City of Norman.

Deliverables

Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

Compensation

Compensation for the project shall be as outlined in the contract. Invoicing and payments shall be in accordance with progressive completion payments as outlined in the contract.

The format for the compensation shall be:

Preliminary Engineering Report	Lump Sum
Roadway	Lump Sum
Bridge A	By Supplement
Bridge Geotechnical	By Supplement
Bridge Hydraulics	Lump Sum
In-Place Soil Survey	Unit Rate
Design Survey	Lump Sum
Right-of-Way Staking	Unit Rate
ROW / Easement Exhibit Survey Services	Unit Rate
Environmental	Lump Sum
Utility Coordination	Lump Sum
As-Built Drawing Services	Lump Sum

The proposed fee schedule for these services is as follows:

Preliminary Engineering Report	\$22,600.00
Roadway	\$70,600.00
Bridge Hydraulics	\$45,000.00
In-Place Soil Survey	\$9,300.00
Design Survey	\$29,000.00
Right-of-Way Staking	\$3,250.00
ROW / Easement Exhibit Survey Services	\$4,800.00
Environmental	\$30,000.00
Utility Coordination	\$5,000.00
As-Built Drawing Services	\$3,500.00
Total Fee	\$223,050.00

Project Schedule

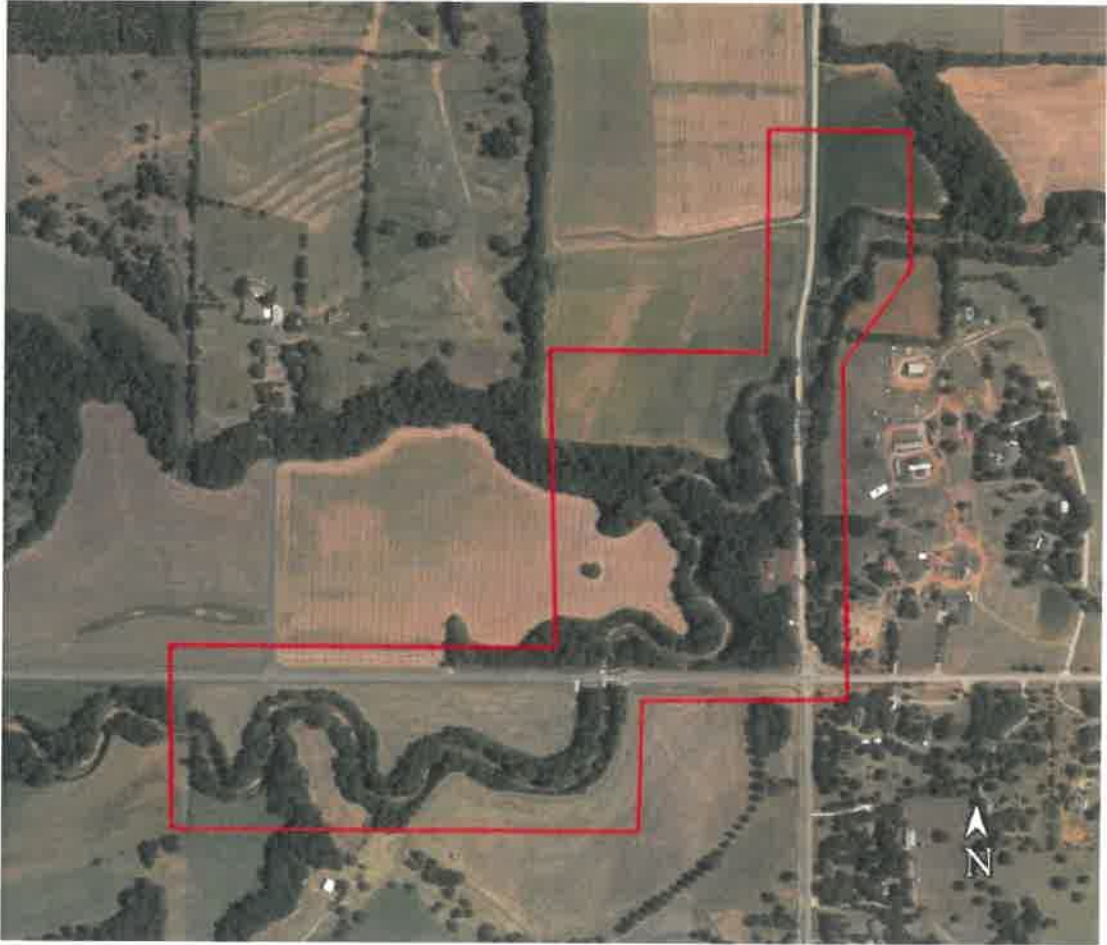
It is the intent of this Contract that the consulting engineer shall complete the plans in accordance with the following schedule items:

Notice To Proceed.....	April 2024
Submit Preliminary Engineering Report	September 2024
Submit Plans for 60% Right-of-Way / Utility Meeting.....	January 2025
Submit Construction Plans for R/W	March 2025
Submit Plans for Final Plan Field Review Meeting	January 2026
Submit Plans for PS&E Package	March 2026

Scope of Work for Franklin Road Bridge Replacement (NBI# 09991) Hydraulic Modeling, Analysis, and Design

This proposal is prepared to include efforts associated with hydrological and hydraulic studies for the replacing a bridge over Little River located on Franklin Road approximately 0.1 miles west of 36th Avenue NE in Norman, Oklahoma. The proposed Limits of study is shown in figure 1 of this document. LMRK Engineering (LMRK) will perform a Hydrological and Hydraulic (H&H) study to analyze the performance of the existing bridge and provide hydraulic design and bridge size for the proposed structure. The study will include channel stability analysis to show the impact of the proposed structure on the stability of downstream and upstream reaches of Little River. The following scope is required to achieve the goals of this project.

Figure. 1 Proposed Study Limits





TASK 1. Data Gathering and Field Investigation

LMRK will gather all hydrological and hydraulic data needed to perform the proposed studies for this project. The data includes hydrological data from NRCS, USGS, and NOAA as well as evaluation of the topographic data. The Field Investigation will include a complete assessment of the river reaches on the upstream and downstream of the bridge to collect information of sediment sizes, existing reach stability and other information on channel shape, pattern, and profile needed for sediment transport calculations.

LMRK will require the right of entry for the required data gathering within the channel and assumes that this will be requested from the landowner at the time of this request for the Environmental and Topographic Survey effort associated with this project.

TASK 2. H&H Modeling and Bridge Sizing

LMRK will perform a Hydrological and Hydraulic (H&H) study for natural, existing, and proposed conditions. The study will include multiple flood events (2-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year flood events) to ensure all regulatory requirements for the design of the new bridge are met. The hydraulic study results will provide channel velocities and depth of scour for bridge piers needed for the structural design of the new structure.

The hydraulic model will include bridges on Franklin Road and 36th Avenue NE to evaluate channel performance within that reach however, a proposed bridge size will only be provided for the Franklin Road bridge.

TASK 3. Sediment Transport and Channel Stability Study

LMRK will perform a study to determine the sediment transport rate based on the existing condition channel shape, pattern, and profile. The impact of proposed bridge on the sediment transport rates and the stability of river reaches downstream and upstream will be investigated and, if needed, options will be presented to the design team for needed features for regulating the sediment transport rates and preservation of channel stability.

Sediment transport study will be extended to 0.5 river mile upstream and 0.5 river mile downstream of the Franklin Road Bridge location to provide adequate range for the study.

TASK 4. Report Preparation

LMRK will prepare and submit a hydraulic that will include a description of the performed studies and summary of results in tabular format. The report will describe the calculation and methodology used in the development of the models and will provide recommendations for the proposed bridge size and any channel stability features needed as a part of this project.

Anticipated Schedule

LMRK will complete the tasks associated with this contract within sixty (60) days after the issuance of the notice to proceed (NTP) under condition that an acceptable topographic survey data is provided for the development of the models at the time that NTP is issued.



FEE and EXPENSES.

LMRK shall be compensated on Lump Sum basis for Tasks 1 Through Task 4 effort associated with this scope. Invoices will be submitted on Monthly basis based on the completed tasks.

Cost Breakdown

TASK 1. Data Gathering and Field Investigation	\$10,000.00
TASK 2. H&H Modeling and Channel Analysis	\$15,000.00
TASK 3. Sediment Transport and Channel Stability Study	\$15,000.00
TASK 4. Report Preparation	\$ 5,000.00
Total amount	\$45,000.00



**Scope of Work
2/1/2024**

Project: Franklin Road – Lochner
Description: Approach Pavement to the Little River Bridge
Location: Norman, Oklahoma

IN PLACE SOILS SURVEY

Red Rock Consulting, LLC will perform the geotechnical investigation for the full depth reconstruction of the existing pavement of Franklin Road associated with the construction of the new bridge over the Little River in Norman, Oklahoma. The pavement reconstruction will consist of the bridge pavement extending approximately 800 feet beyond each ends of the bridge. The investigation will be performed in general accordance with the Oklahoma Department of Transportation (ODOT) Specifications for Roadway Design's In-Place Soils Survey.

For this project, 2 borings will be drilled with one beyond each end of the bridge. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes, as per ODOT Specifications.

In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on all recovered samples. All laboratory testing will be performed to ODOT specifications. Soil samples will be classified in accordance with the AASHTO and Unified Soil Classification Systems. In addition, 1 Standard Proctor and 2 Resilient Modulus tests will be performed on 1 composite bulk sample.

Traffic control services are anticipated for this project.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included in the report. The traffic information will be provided to us to be used for determining the pavement section.

Franklin Road	Estimated Total Quantity	Unit Rate	Unit	Estimated Total Fee
Mobilization of Coring Equipment	80	\$4.01	per mile	\$320.80
Concrete Coring	2	\$96.56	per core	\$193.12
In-Place Sampling	6	\$31.75	per foot	\$190.50
Field Engineer Logging	5	\$136.06	per hour	\$680.30
Soil Class (Grad. & PI)	5	\$123.25	per test	\$616.25
Moisture Content	4	\$8.91	per test	\$35.64
Standard Proctor	1	\$140.63	per test	\$140.63
Resilient Modulus	2	\$517.50	per test	\$1,035.00
Traffic Control	5	\$225.00	per hour	\$1,125.00
Pavement Design	15	\$240.00	per hour	\$3,600.00
Report Preparation	10	\$136.06	per hour	\$1,360.60
IN PLACE SOILS SURVEY TOTAL				\$9,297.84

01/29/2024



**Survey Proposal
For
Lochner**

**Franklin Road Bridge & 36th Ave NE Bridge
Over Little River in Norman, OK
Survey Services Proposal**

**For:
Lochner
ATTN: Evan Ludwig
6301 Waterford Blvd #310
Oklahoma City, OK 73118**

Pursuant to your request, Frontier Land Surveying (Frontier) is pleased to present our proposal for surveying services for Franklin Road Bridge and 36th Ave NE Bridge over the Little River in Norman, Cleveland County, OK. This proposal describes our understanding of the scope of work and services your project requires.

Limits of Survey

See attached aerial. Topographic limits in Red.

GENERAL DESCRIPTION OF DESIGN SURVEY SERVICES

Topographic Survey Services

Topographic survey of the shown limits to collect utilities, planimetrics and terrain features. Frontier will be responsible for taking all data types and creating one design ready basemap for delivery. Following is a list of deliverables for the topographic survey:

- Set a minimum of 2 control points/benchmarks for vertical and horizontal purposes derived from GPS static observation, OPUS solution, VRS Network, or existing control if provided.
- Topographical survey will include all the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, tree lines, flowerbeds, all visible drainage structures and flow lines, and visible or marked utilities.
- Tree cover will be annotated by coverage being dense or sparse within those areas. Individual trees will not be located unless requested and will be for an additional fee.
- All utility companies servicing the project area will be contacted thru "CALL OKIE- 811" 14 days prior to field survey. NOTE: Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, 811 utility locate requests from surveyors are often ignored or result in an incomplete response, in which case will be noted in the drawing.
 - All utility information field collected will be placed in the CAD drawing. Frontier is NOT responsible for unmarked or mismarked utilities
- Storm sewer manholes, sanitary sewer manholes, water valve rims and inverts will be measured for depth (to the connection outside of survey limits).
- Cross-sections at interval grid to produce contours at 1.0' minimum density.
- Flowline profile shot every 25'
- Following is a list of deliverables for the design topographic services:
 - CAD drawing including:
 - Control
 - Topographic features
 - Utilities (If marked by OKIE 811)
 - Surface model
 - Right of way depiction

DESIGN SURVEY SERVICES FEE (Lump Sum) \$29,000

RIGHT-OF-WAY STAKING (if needed)

- Staking shall be completed for right-of-way acquisition and utility relocations. All staking shall be done in accordance with ODOT Right-of-Way and Utilities Division's Policies and Procedures.

RIGHT-OF-WAY STAKING (Less than 5,000') \$3,250 (Per request/mobilization)
RIGHT-OF-WAY STAKING (Greater than 5,000' = \$0.65/foot) (Total project length ~4,380')

RIGHT-OF-WAY/EASEMENT PREPARATION SURVEY SERVICES (if needed)

- CAD/office production of proposed right-of-way takes upon determination.
- PLS review of easements.
- Deliverables
 - Exhibits/legal descriptions for easements across private ownerships

RIGHT-OF-WAY/EASEMENT Exhibits = \$600 PER Exhibit (Potentially 8 parcels in project AOI) \$4,800

Items not included in this proposal but available upon request.

- ALTA/NSPS survey services (unless a TITLE COMMITMENT is provided)
- Private parcel Boundary survey services
- SUE private utility locates
- Elevation Certificate
- FEMA Flood Plain Determination
- Construction staking services
- Staking/pinning services for proposed roadway/blocks

NOTES

- Project Schedule
 - Following “Notice to Proceed”, it is expected that Frontier can begin work on the project or will communicate a reasonable schedule of work
- Frontier will NOT be responsible for filing any needed documents with the appropriate governing bodies OR any fees resulting from the filing.
- Frontier makes no guarantee as to the entirety of title documents when asked to perform title research on private or commercial land without the benefit of a title commitment.
- Changes in scope


If there should be a change in project scope, limits, or additional phases that leads to additional work or additional services requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work.
- If at any point the request of services is terminated, after an executed ‘Notice to Proceed’ by the client, Frontier shall be compensated for services rendered up to that point.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, Lambert Projection, South Zone – unless otherwise directed by client.

INDEMNITY.

Frontier Land Surveying, LLC and Lochner each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Frontier and Lochner, they shall be borne by each party in proportion to its negligence. The Amount of the liability shall not exceed the total compensation received by Frontier under this Agreement.

Thank you for your consideration of this proposal for services. If this proposal meets with your approval, please indicate your approval by signing below. Email to joe@fls-survey.com. If you have any questions or need additional information, please call me at 405.285.0433.

Submitted for approval by:



 Joseph H. Farmer, PLS
 Vice President

Date: January 29, 2024

Accepted by:

Print: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Survey Site



14901 N. Lincoln Boulevard • Edmond, OK • 73013 • (405) 285-0433



CC Environmental, LLC

February 2, 2024

Mr. Evan Ludwig, PE
Lochner
6301 Waterford Blvd, Suite 310
Oklahoma City, OK 73118

Re: City of Norman Franklin Road Bridge: Environmental Scope & Fee

Mr. Ludwig:

Please let this letter serve as a generic scope of services for the city of Norman's (City) Franklin Road bridge replacement project. CC Environmental (CCE) will perform the environmental work related to compliance with the National Environmental Policy Act (NEPA). For this project, the federal nexus was determined to be the requirement for a Section 404 Clean Water Act (CWA) permit, and the subsequent federal sponsor will be the US Army Corps of Engineers (USACE).

The environmental review will consist of a comprehensive study, conducted by an experienced multi-disciplinary team, designed to identify, assess, and evaluate potential environmental impacts associated with the proposed project as delineated on the attached diagram (i.e., "NEPA Footprint"). The process will begin by mailing notices to federal, state, local agencies, and Native American tribes, stakeholders, and affect parties to solicit input and initiate public involvement. After the accepted response period, field studies will begin to identify potential impacts on the human (e.g., haz-waste, cultural resources, etc.) and natural (e.g., biological, water resources, etc.) environments. The field studies will specifically address the cultural and historic aspects of Section 106 of the National Historic Preservation Act (NHPA) and the Section 7 of the Endangered Species Act (ESA), when applicable. After the field studies are complete, CCE would produce the associated reports generated in compliance with USACE protocols, in order to consult with the appropriate state and federal regulatory entities. These include, but are not limited to, the US Fish & Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), and affected Native American Tribes.

After completing the reports, a "draft" environmental summary document will be generated and submitted to the City for review. Once reviewed, the environmental summary document would be submitted to the USACE as part of the Section 404 permit application associated with the bridge replacement. CC Environmental would work with you and the City on compiling the necessary information for the 404 application, and assist with the coordination of the anticipated USACE Nationwide 14 Permit for Linear Transportation Projects.

The anticipated cost for the environmental document and field studies is a lump sum \$30,000. Please note, the proposed scope does not include other public involvement or stakeholder meetings, noise studies, Section 6(f) compliance, floodplain permitting, regulatory fees, or a USACE individual permit or any mitigation related aspects. If necessary or desired, arrangements can be made to address these issues for a separate fee. Also, this proposal assumes that CCE will be granted permission, by others, to access the private properties associated with the project footprint.

We look forward to working with you on this project. If you have any questions, feel free to contact me at (405) 761-1225 or via email geoff@ccenviro.net.

Sincerely,

A handwritten signature in black ink, appearing to read 'Geoff Canty', written over a circular stamp or mark.

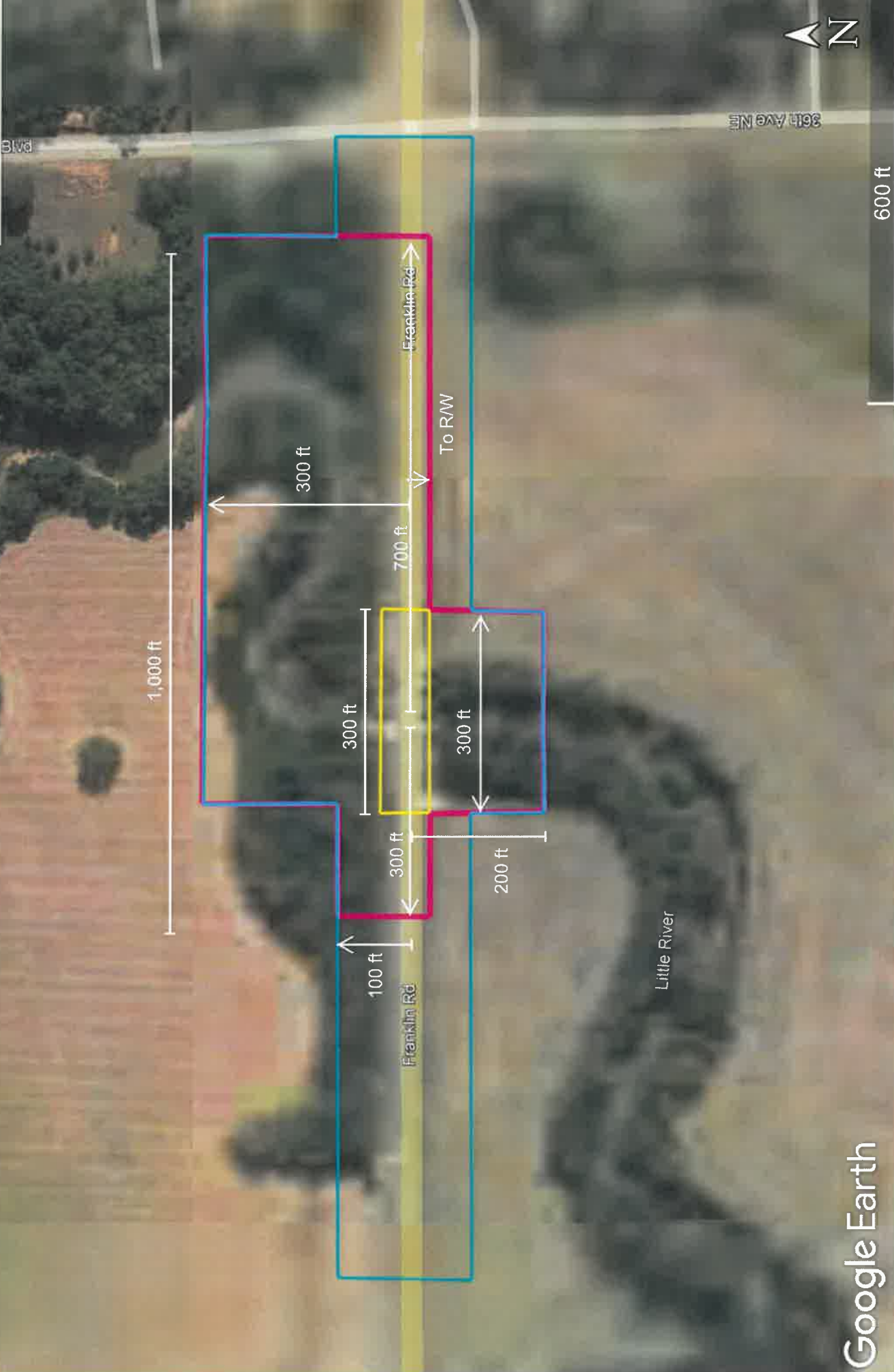
Geoffrey A. Canty, Ph. D.
Director of Environmental Services

Lochner - City Of Norman

Franklin Rd - NEPA Study Area

Legend

- Bridge Area 300x70
- Design Area
- NEPA Footprint



**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. 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. CONSULTANT 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	April 2024
Submit Preliminary Engineering Report	September 2024
Submit Plans for 60% Right-of-Way	January 2025
Submit Construction Plans for R/W	March 2025
Submit Plans for Final Plan Field Review	January 2026
Submit Plans for PS&E	March 2026

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 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 \$223,050.00 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:

DESIGN TASK	COMPENSATION
Task 1 – Preliminary Engineering Report	\$22,600.00
Task 2 – Roadway	\$70,600.00
Task 3 – Bridge Hydraulics	\$45,000.00
Task 4 – In-Place Soil Survey	\$9,300.00
Task 5 – Design Survey	\$29,000.00
Task 6 – Right-of-Way Staking	\$3,250.00
Task 7 – ROW / Easement Exhibit Survey Services	\$4,800.00
Task 8 – Environmental	\$30,000.00
Task 9 – Utility Coordination	\$5,000.00
Task 10 – As-Built Drawing Services	\$3,500.00
TOTAL COMPENSATION	\$223,050.00

**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.