

## **AGREEMENT FOR PROFESSIONAL SERVICES**

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

1. OWNER intends to construct a new bridge and roadway approaches for Porter Avenue over Little River (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 \_\_\_\_\_, 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:**

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

**CONSULTANT**

J. Bret Cabbiness, P.E.  
Sr. Project Manager  
750 SW 24<sup>th</sup> Street Suite 200  
Moore, OK 73160

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 \_\_\_\_ day of \_\_\_\_\_, 2024.

The City of Norman  
(OWNER)

Garver, LLC  
(CONSULTANT)

Signature \_\_\_\_\_

Signature J. Bret Cabbiness

Name \_\_\_\_\_

Name J. Bret Cabbiness, P.E.

Title \_\_\_\_\_

Title Sr. Project Manager

Date \_\_\_\_\_

Date 3-19-24

Attest:

Attest:

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

Lina Nipper  
Secretary

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

Elizabeth Luckala  
City Attorney

**Signatory Notarization**

STATE OF Oklahoma , COUNTY OF Cleveland , SS:

Before me, the undersigned, a Notary Public in and for said J. Bret Cabbiness, PE of Garver , its Sr. Project Manager , to me known to be the identical person(s) who executed the foregoing City of Norman Contract K-2324-155 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 26 day of March , 20 24.

My Commission Expires: 3/22/27



Notary Public: Lisa Nipper

## **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 CONSULTANT is to provide SERVICES in connection with providing engineering services for the Bridge Maintenance Bond Projects for the City of Norman, Oklahoma. The project is the development of a new bridge, roadway, hydrology & hydraulic design, utility relocation coordination, Right-of-Way mapping, traffic engineering, final construction plans and specifications, bidding, and limited construction administration services for the Porter Avenue Bridge over Little River.

### **PORTER AVENUE OVER LITTLE RIVER**

#### **PROJECT OBJECTIVE**

The general scope of work is to replace the existing bridge for Porter Avenue over Little River on the existing section line alignment. This includes all engineering services required for the preparation of preliminary and final construction plans, specifications and bid documents in accordance with the requirements of the City of Norman, ODOT and the American Association of State Highway and Transportation (AASHTO) and provide technical assistance throughout the design of the project. The scope of work will include all meetings, on-site reviews, hydrologic and hydraulic analyses, environmental studies, geotechnical investigations, bridge design, and roadway design, culminating in the delivery of final construction Plans, Specifications and Estimates (PS&E).

#### **PREVIOUS PROJECT STUDIES**

Garver previously studied the project under Contract K-2223-49, and a Preliminary Engineering Report (PER) was submitted to the City of Norman. The report outlined bridge replacement alternatives and associated impacts for the project. The City of Norman selected Alternative 6 as the preferred alternative, a 1,500-foot main channel bridge.

#### **PROJECT EXTENTS**

The project is located approximately 0.47 miles north of the Porter Avenue/Tecumseh Road intersection in Cleveland County. The approximate total length of the PROJECT is three thousand five hundred feet (3,500 linear feet).

#### **PROJECT EXCEPTIONS**

There are no anticipated construction exceptions within the PROJECT extents.



## DESIGN SERVICES

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

### A. Bridge Design

The Consultant will prepare complete detailed plans for the construction of one bridge over the Little River and the flood plain. The proposed bridge will be a conventional fifteen (15) span prestressed beam bridge (15-100' spans). The bridge will be a non-skewed structure constructed on a horizontal tangent alignment.

The bridge typical section will carry two (2), eleven and a half-foot (11.5') driving lanes with two (2), eight-foot (8') shoulders/bike lanes, on each side. Additionally, one (1), ten-foot (10') sidewalk will be provided on the west side of the bridge that is separated from traffic through use of a barrier. The overall bridge clear width will be thirty-nine feet (39') and the overall bridge width will be approximately fifty-two feet (52') wide. Staged construction is not anticipated.

The bridge substructure will consist of conventional bridge abutments and piers. The abutments will be supported on steel piling that is embedded a minimum of 2-ft into bedrock. The piers will be supported by drilled shafts that are embedded a minimum of two diameters into bedrock.

Anticipated sheets include:

- Summary of Pay Quantities and Notes
- General Plan and Elevation
- Staking Diagram and Itemized Quantities
- Foundation Report Sheets
- Abutment Details
- Pier Details
- Superstructure Details
- Approach Slab Details
- Drains at Ends of Bridge

Final design plans will be in accordance with AASHTO LRFD Bridge Design Specifications, Latest Edition, the City of Norman's Comprehensive Transportation Plan, and current ODOT/City of Norman policies/procedures provided to the Consultant.

### B. Roadway Design

The roadway design will follow the recommendations of the City of Norman's Comprehensive Transportation Plan (CTP) for a Minor Urban Arterial. It will extend approximately two thousand five hundred feet (2,500') from Bandera Trail North to approximately three-hundred feet (300') past the end of the bridge. This project does not include intersection improvements at Porter Avenue and Franklin Road. All existing driveways will be tied back into the new roadway. The proposed roadway will be a curb and gutter section with two (2) eleven and a half-foot (11.5') lanes and two (2), eight-foot (8') shoulders. The overall roadway width will be thirty-nine feet (39') wide. A ten-foot (10') side path will be added to accommodate active transportation on the west side of the roadway, behind the back of curb. With a curbed roadway section, storm sewer will be required to provide proper roadway drainage.

The pavement typical section will follow the City of Norman standard drawing detail for an asphalt pavement to match the existing roadway material. The pavement design will be confirmed by the geotechnical engineer for completeness.

Due to the average daily traffic (ADT), the anticipated adjustment in the roadway's profile grade and overall project constructability, we will recommend the existing road be closed to through traffic during construction. This will allow for a shorter construction duration which in turn save the city money. Accommodating detour routes are available with existing section line roads along 12th Avenue NW (west) and 12th Avenue NE (east).

C. Geotechnical Investigations and Design

The geotechnical investigations and design will be performed by a subconsultant. The geotechnical services include the following:

1. Pavement Design
2. In-Place Soil Survey (5 Borings) with D50 measurement
3. Bridge Subsurface Explorations (16 Borings)
4. Embankment Study (2 Borings)

D. Hydraulics

1. Hydraulic Analysis

The existing conditions two-dimensional (2D) hydraulic model developed during the PER study will be updated to reflect any changes that Garver is made aware of since the development of the PER study.

Using the existing conditions 2D hydraulic model as a base condition, the model will be modified to analyze the preferred 1500' 15-span bridge alternative. This scope does not include detailed analysis of more than one proposed alternative, but additional alternatives may be analyzed as "Additional Services" using a supplemental agreement.

Garver will also develop a one-dimensional (1D) model based on the FEMA effective hydraulic model to demonstrate that there is no adverse impacts caused by the proposed bridge using the 1D modeling techniques used by FEMA to develop the effective floodplain mapping. Garver will develop a "natural" conditions 1D model to compare the backwater of the proposed bridge to a condition assuming there is no existing roadway crossing. This condition will require a 1D model due to limitations of not being able to model the topography of the ground in pre-development conditions.

2. Scour Analysis

A scour analysis will be performed in accordance with Federal Highway Administration (FHWA) HEC-18 guidelines.

3. Hydraulics Report

A hydrology and hydraulics report will be prepared to document the methods and results of the hydrology and hydraulics study. This report will include the hydraulic results associated with the proposed bridge as it compares to the existing conditions and will follow the ODOT Bridge Hydraulics Report standard format. This report will be submitted as a draft with the 30% plans and a final version will be submitted with the final plans deliverable.

4. Floodplain Permit Application Coordination

Garver will prepare documentation for a no-rise certification and floodplain development permit to be submitted to the city Floodplain Committee. Garver will attend up to one in-person Floodplain Committee conference to present the results of the hydraulic analysis. Additional public meetings may be considered as Extra Work as discussed in section 8.

E. Environmental

The scope of work consists of environmental studies to support Section 404 permitting of the replacement of the existing bridge on Porter Avenue over Little River in the City of Norman. These services will be included if construction activity will occur with the ordinary high water mark of the Little River. Note that a NEPA document is not included in the scope of work, but has been included under Conditional Services. The specific services to be provided are described below:

1. **Property Owner Notification**  
Garver shall identify the owner names and addresses of the properties within the study footprint from the Cleveland County Assessor. Garver shall prepare a letter notifying the owners of the project and the intent to perform environmental investigations. The letter will be prepared for the City of Norman signature. Once signed, Garver will mail the letter to all private landowners within the study area. No field studies will be performed until at least two weeks after letters are mailed.
2. **Cultural Resources Survey**  
A cultural resources professional who meets or exceeds the Secretary of the Interior's Standards for archaeology and architectural history as defined in 36 CFR 61 will perform a cultural resources survey of the project study area to determine if there is an effect on any property eligible for or listed in the National Register of Historic Places. Garver will prepare a report for the USACE to use to complete their Section 106 consultation requirement.
3. **Wetland Delineation**  
A professional trained in wetland delineations will review the project and determine if any wetlands and other waters of the U.S. will be impacted. If wetlands and/or other jurisdictional waters are identified, they will be delineated in the field with a sub-meter GPS unit, documented in a report, and shape files of the jurisdictional areas will be provided. The report will be submitted to the U.S. Army Corps of Engineers (USACE) with the Section 404 permit application (see Section 6).
4. **Threatened & Endangered Species Assessment**  
Garver will conduct a review of the project's potential impacts on federally listed threatened and endangered species according to U.S. Fish and Wildlife Service (USFWS) procedures for federal projects. This review will include a field assessment for the presence of habitat for all federally-listed species within the project area and documentation of the presence of habitat and the potential effects in a report. The report will be submitted to the USFWS via the on-line review portal and the results will be submitted to the USACE with the Section 404 permit application (see Section 6).
  - a) **Bald & Golden Eagle Assessment**
    - a. Garver will review the proposed action and determine if the action is in compliance with the Bald and Golden Eagle Protection Act.
  - b) **Migratory Bird Assessment**
    - a. Garver will review the proposed action and determine if the action is in compliance with the Migratory Bird Treaty Act and if the action has been planned in such a way to avoid the active nesting season of migratory birds. This is typically achieved through plan notes and scheduling.
5. **NRCS & Norman Area Land Conservancy Coordination**  
Garver will coordinate with the appropriate NRCS office and the Norman Area Land Conservancy if there are any impacts to the Natural Resources Conservation Service (NRCS) Farm and Ranch Lands Protection Program easement that crosses the study area. The easement must remain within agricultural production and cannot be acquired through condemnation. A formal request will be made to the easement holder (Norman Area Land Conservancy) if impacts are unavoidable.

6. Clean Water Act Section 404 Permit Application  
Garver will prepare a Section 404 Permit pre-construction notification (PCN) for the project.

7. Project Management  
Garver shall attend two virtual meetings with the City of Norman to discuss the project and any issues that may arise.

F. Survey and Right-of-Way Documents

Additional survey will be obtained for final design. Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional Engineers and Land Surveyors. The surveyor shall provide all Landowner Notifications prior to conducting any field work. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

1. Topographic Survey

The surveyor shall:

- a. Establish horizontal and vertical control within the project limits necessary to collect all topographic and planimetric features, boundaries, Right-of-Way/easement in formation, and to serve as survey control for construction staking by the Construction Contractor.
- b. Provide field surveying to develop existing roadway cross sections at 50' intervals as well as intersections and driveways through the project.
- c. Create contours and digital terrain model from the collected data to support the design.
- d. Collect topographic data including, but not limited to, surface features such as utilities, signs (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile, and other pertinent data.
- e. Horizontal survey datum will be reference to the City of Norman Survey Control Network which is based on the Oklahoma State Plane Coordinate System, South Zone. The vertical survey datum will be referenced to the NAVD88. The ground/grid combined scale factor shall be computed for the project and noted on survey sheets.
- f. Establish adequate monumentation for construction staking including horizontal control points and vertical benchmarks. The monumentation shall cover the project area with inter-visible control points set on prominent ground, avoiding short back sights. Points should be set where likelihood of disturbance by construction is minimized. Primary control should be brass cap in concrete. Secondary control should be iron pins with plastic cap identifying the survey company when practical.

2. Utility Locates

- a. The surveyor shall contact the Oklahoma One Call System ("OKIE811") via the "Web Ticket" system and maintain records of reported utility holders. Information on utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, nagging, and records drawings shall be included in the plan sets. Any additional information received directly from the utility

companies shall be included in the plan sets and identified.

- b. The surveyor shall provide field measured depths (potholing) for up to ten (10) buried utilities field marked by the Oklahoma One Call System (“OKIE811”). The field measurements shall include utility size, pipe and/or conduit material type, vertical (top of pipe) elevation and horizontal location, at appropriate points along the project length including, but not limited to side drains, cross drains, creek crossings, intersecting streets and driveways.

3. Landowner Notifications

4. Survey Data Sheets

- a. The surveyor shall develop survey data and information in a format suitable to be incorporated into the Final Plan Set. The survey sheets shall be signed and sealed by a Licensed Surveyor in the State of Oklahoma and shall be submitted to the owner for review no later than the 30% Design Submittal Milestone. The survey sheets shall include contours and boundary information.

G. Right-of-Way Acquisition

It is anticipated that some additional right-of-way will be required for this project. The consultant will prepare the Right-of-Way plans, legal descriptions, and instruments of conveyance for partial and total take parcels in accordance with the ODOT “Right-of-Way Specifications Manual and Associated Materials.”

1. R/W Acquisition Plans
2. R/W Acquisition Property Legal Descriptions
3. Ownership Information
4. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

H. Utility Relocation Coordination

The consultant will work with the owner’s Utility Coordinator to ensure that all required utility relocations are consistent with project requirements and performed in a timely manner.

1. Utility Map (color-coded)
2. Maintain a color “Utility Relocation Map” showing existing and relocated utilities.
3. Utility Relocation Coordination
4. Coordinate with each individual utility company. Be persistent in requesting timely relocation plans and relocation activities.
5. Utility Meetings
6. Conduct up to two (2) individual meetings with each utility company to verify existing utilities and relocation plans.
7. Utility Relocation Plan Review
8. Review utility relocation plans for compatibility with project design.
9. Utility Relocation Design
10. Utility Relocation Design of owner-owned utilities can be added via an amendment to this agreement. owner has water lines near the project area, but it is not known if their relocation will be required.

I. Bidding Services

The City will prepare the bid package, advertise and open the bids for the project. The consultant will assist the City with the bidding process by providing support to address questions brought up by contractors prior to bid. The consultant will also attend one (1) pre-bid conference for this project and assist the city with any presentations for that meeting.

J. Limited Construction Services

The consultant will assist the City during the construction phase, including assistance with material submittal reviews and shop drawing reviews.

K. Conditional Services

The city has requested that scope of work items that may or may not be utilized for this project be placed under the header of “conditional services”.

1. Project Permitting

This section will include project permitting as it relates to; participation in a public meeting related to permitting regulations if required for federal funding alternatives; general consulting for federal funding applications; the need for preparation of a FEMA Conditional Letter of Map Revision (CLOMR); developing a NEPA document, reformatting environmental reports; and

Specifically for the public meeting, the consultant will be responsible for facilitating and assisting the city in conducting and documenting one (1) Public Meeting associated with the project. The city will prepare and publish the required public notice advertisement and notify the Mayor and all city council members of the scheduled meeting. Specifically, the consultant will perform the following tasks:

- a. Conduct the required public meeting
- b. Prepare a PowerPoint presentation and submit to owner at least 10 days prior to public meeting and revise as requested
- c. Attend and present at the public meeting as requested by the owner
- d. Prepare responses to questions raised at the public meeting
- e. Prepare meeting minutes
- f. Prepare various meeting exhibits

2. Limited Construction Assistance

This section will include limited construction assistance as it relates to; assistance with Request for Information (RFI) responses, attendance at monthly construction progress meetings (anticipate eight meetings), review of pay applications and change order requests.

3. Construction Management and Inspection Services

During the construction phase of work, Garver’s Resident Project Representative will accomplish the following:

- a. Attend progress/coordination meetings with the Owner/Contractor.
- b. Maintain a file of quantities incorporated into the work, a set of working drawings and prepare and furnish record drawings.
- c. Provide full-time Resident Construction inspection services for the 330-calendar-day construction contract performance time.

- d. Provide part-time Resident Engineering Services when required; including, but not limited to, engineering oversight and contract administration for any change order preparation and processing.
- e. Keep daily work reports which note hours worked on the project site, weather conditions, list of visitors, and number of men and type of equipment working.
- f. Coordinate and schedule materials testing and review testing reports.
- g. Participate in final project inspection, prepare punch list, review final project closing documents, and assist with the final pay request.

The contract will require full-time inspection with the project governed by ODOT 2019 Standard Specifications. Garver anticipates that this inspection will be addressed with a single Resident Project Representative, with additional inspection manpower only if required. The proposed fee is based on approximately 10 hours per day, 5 days per week, during the 330-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the inspection, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction inspection services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

The following items are not included under this agreement but will be considered as extra work:

- a. Surveying services.
- b. Construction materials testing
- c. Services after construction, such as warranty follow-up, operations support, etc.
- d. Full-Time Resident Engineering

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

## **MEETINGS**

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

## **DESIGN CRITERIA**

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

## **DELIVERABLES**

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) opinion of probable cost updates, schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

### **A. Design Plans – 30/60/90/Final Plans Milestone Schedule**

#### **1. Plan Requirements**

CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. Electronically submitted plans shall be 22 x 34-inches (full size) in PDF file format. Work in progress sets and progress meeting sets will be 11 x 17-inches (half-size) only and are included in this AGREEMENT.

#### **2. Preliminary (30%) Plans and Design Analysis**

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

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

#### **3. 60% Plans**

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

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Plan and Profile Sheets
- Sign and Striping Sheets
- Signal Plans
- Demolition Sheets
- Estimate of Earthwork



- Bridge General Plan and Elevation
- Bridge Typical Substructure
- Bridge Typical Section
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

#### 4. 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

#### 5. Final (90%) Plans

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

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Bridge Details
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans

- Opinion of Probable Cost
- Updated Design Schedule

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

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

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Bridge Details
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- NOI Form (if applicable)
- Special Provisions Form
- ROW and Utilities Affidavit
- Final Opinion of Probable Cost – in required format
- Bid Documents and/or Documentation as required by OWNER or bidding agency
- Final Design Calculations shall be made available upon request

7. Environmental Deliverables

- Cultural Resources Survey
- Wetland and Stream Delineation Report
- Threatened and Endangered Species Assessment Report & USFWS Review Package
- Section 404 Permit PCN

**ADDITIONAL SERVICES NOT INCLUDED**

- Compensatory mitigation requirements and coordination if required by the Section 404 permit
- Construction surveying or surveying for as-built conditions.
- Property Acquisition
- Right-of-Way Appraisals -Negotiations & Acquisitions
- Utility Relocation Design of OWNER-owned Water Lines

- Utility Relocation Design of OWNER-owned Sanitary Sewer

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**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 the AUTHORITY and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the AUTHORITY to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Attachment A - Scope of Services**, in accordance with the time frame as stated below:

**Porter Avenue Bridge Replacement over Little River Schedule**

<b>TASK MILESTONE</b>	<b>ANTICIPATED COMPLETION DATE</b>
Notice to Proceed	April 2024
Preliminary Plans 30% Complete (Preliminary Plan Submittal)	October 2024
65% Plan-in-Hand (R/W & Utility Submittal)	September 2025
ROW Acquisition Documents Final	December 2025
Final Plans 95% Complete (Final Plan Submittal)	July 2026
Plans, Specifications and Estimate (P,S,& E) Submission	November 2026

The parties further agree that the 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 the CONSULTANT is waiting for direction either by a government agency or the AUTHORITY, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the AUTHORITY, environmental clearance, Right-of-Way acquisitions, utility relocations and other factors beyond direct control of the 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. The AUTHORITY agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$1,508,638.00 unless changed or modified by a mutually executed contact amendment between the AUTHORITY and the CONSULTANT.

The AUTHORITY 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:

### Porter Avenue Bridge Replacement over Little River Fees – Basic Services

Project Design Fees	
Task 1 – Design Survey	\$ 18,344.00
Task 2 – Geotechnical Investigation & Design	\$275,654.00
Task 3A – Preliminary Construction Plans (30% Complete)	\$ 116,710.00
Task 3B – Right-of-Way Plans (65% Complete)	\$ 105,554.00
Task 3C – Final Plans, Specifications, & Estimate (PS&E, 100% Completion)	\$ 288,624.00
Task 4 – Environmental & Permitting	\$ 47,963.00
Task 5 – Hydrology & Hydraulics	\$80,920.00
Task 6 – Right-of-Way Acquisition Support	\$ 8,588.00
Task 7 – Utility Relocation Coordination	\$ 19,348.00
Task 8 – Bidding and Limited Construction Services	\$ 74,027.00
<b>Total Design Fees</b>	<b>\$1,035,732.00</b>

### Porter Avenue Bridge Replacement over Little River Fees – Conditional Services

Project Design Fees	
Task 1 – Permitting & Limited Construction Assistance	\$ 25,826.00
Task 2 – Construction Management & Inspection	\$447,080.00
<b>Total Design Fees</b>	<b>\$472,906.00</b>

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the AUTHORITY for prompt payment on a monthly basis.

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

**ATTACHMENT D  
OWNER'S RESPONSIBILITIES**

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

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 provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Stephens Insurance, LLC		<b>NAMED INSURED</b> Garver, LLC 8501 N Classen Blvd, Suite 200 Oklahoma City OK 73116	
<b>POLICY NUMBER</b> P-630-1G052988-PHX-23			
<b>CARRIER</b> Phoenix Insurance Company (A++XV)	<b>NAIC CODE</b> 25623	<b>EFFECTIVE DATE:</b> 7/1/2023	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** City of Norman Streets Program Manager

**ADDRESS:** P.O. Box 370 Norman OK 73070

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

\*\*\* (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-22 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause and includes Work within railroad by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Stephens Insurance, LLC		<b>NAMED INSURED</b> Garver, LLC 6501 N Classen Blvd, Suite 200 Oklahoma City OK 73116	
<b>POLICY NUMBER</b> P-630-1G052988-PHX-23		<b>EFFECTIVE DATE:</b> 7/1/2023	
<b>CARRIER</b> Phoenix Insurance Company (A++XV)	<b>NAIC CODE</b> 25623		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
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**HOLDER:** City of Norman Streets Program Manager  
**ADDRESS:** P.O. Box 370 Norman OK 73070

Cyber Policy W35352230101 with Syndicate 2623/623 at Lloyds, eff. 7/1/23-7/1/24 Limits \$5,000,000 Data & Network Liability.

List of WC Carriers by State:

- Sub Carrier NAIC# AM Best State(s)
- Farmington Casualty Company 41483 A++ XV AL, AR, KS, MO
- The Travelers Indemnity Company of Connecticut 25682 A++ XV AZ, GA, KY, NE, WI
- Travelers Property Casualty Company of America 25674 A++ XV CA, CO, FL, IN, MN, OH, OR, UT, WA
- Travelers Casualty and Surety Company 19038 A++ XV CT, NY, TN, VA
- The Travelers Indemnity Company of America 25666 A++ XV IL, MI
- The Phoenix Insurance Company 25623 A++ XV LA
- The Charter Oak Fire Insurance Company 25615 A++ XV MD, PA
- The Travelers Indemnity Company 25658 A++ XV MS, NM, NC, SC
- The Standard Fire Insurance Company 19070 A++ XV OK, TX