




DATE: August 7th, 2025

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Jason Murphy, Stormwater Program Manager 

SUBJECT: Summit Hollow Storm Drainage Repair

Background:

In 2022, the open concrete drainage channel located east of 617, 621 and 625 Summit Hollow drive failed after the concrete walls collapsed inward and damaged fences and yards belonging to the owners of those properties. At the time, a determination was made to replace the open, concrete channel with a 52" tall plastic coated arched pipe and to remove the open channel. This work, which consisted of installation of the new pipe, and moving the fences along the eastern edge of the residents' property out to the end of the drainage easement, was completed by City staff. Staff noted that they installed the pipe per the manufacturer's specifications, but were concerned that there was not enough cover on top of the new pipe to allow grass to properly grow. After this installation was complete, development of Sienna Springs to the east of this area also began. As part of that development, a concrete retaining wall was constructed in the drainage easement that consists of a flume to move surface water south along the same lines as the pipe. That flume ties into a junction box just south of 625 Summit Hollow. Since the installation was completed, the pipe has "floated" out of the ground on two different occasions and had to be reset by Stormwater crews. Both of these events occurred during heavy rainfall. During the heavy rainfalls that fell on Norman in April and May of this year, the pipe once again floated almost completely out of the ground. Stormwater and engineering staff visited the location after the event and placed temporary construction fencing along the drainage easement to keep people and pets away from the unstable ground.

Discussion:

Following the pipe floating for the third time, Stormwater and Engineering staff decided to explore alternatives to a 52" tall arched pipe. WSB Engineering was contracted to do preliminary hydraulic analysis to determine if the existing pipe was properly sized for this location. In the report provided by WSB, it is noted that there is significant drainage from the area that is now Sienna Springs that was not accounted for in the design of the original structure that is likely leading to the excess water not being captured by the system and leading to the pipe floating. Based on the recommendations for pipe sizing and current installation costs, construction estimates are between \$600,000 and \$700,000 to place new properly sized pipes in the easement. Public Works does not currently have funding available to address this particular drainage problem adequately. On May 28th, City staff met with the two of the property owners located on Summit Hollow Drive to discuss the existing problem and potential solutions.

Halff Engineering, through Kevan Parker, provided a scope and fee proposal for full design along with bid and construction support for a total estimated cost of \$42,600.

Recommendation:

Staff is recommending contracting Halff Engineering for \$42,600 to provide design and

Shevaun Williams & Associates

221 East Main Street
Norman, Oklahoma 73069

8/20/2025

Invoice

Bill To:

Brenda Hall
City of Norman
P.O. Box 370
Norman, OK 73070

INVOICE #

15779

Account #

739854

JOB #

825-15779

brenda.hall@normanok.gov

TERMS:

30 days

ORDER: City Council Group Photo 2025

QTY	DESCRIPTION	RATE	AMOUNT
CREATIVE/LICENSING FEES			
	fee for Shevaun Williams to create Group shot New City Council and New Council Members with unlimited non-exclusive usage	800.00	800.00
	photographer's assistant	70.00	70.00
PRODUCTION CHARGES			
	digital post production of images formatted 4x6 at 300 ppi for delivery via gallery. hi-res retouched images ordered separately.	75.00	75.00
6	5x7 original custom prints @	30.00	180.00
1	8x10 original custom prints @	48.00	48.00
7	hi-res images with general retouch	50.00	350.00
	electronic file transfer of digital file(s)	35.00	35.00
	SUBTOTAL		1,558.00
	15% Discount	-15.00%	-233.70
	No Third-Party Usage		

Total

\$1,324.30

Payments/Credits

\$0.00

Balance Due

\$1,324.30

Rights licensed only upon full payment of total billing.
Subject to terms & conditions on reverse.
All Images Property of Shevaun Williams.

Reviewed By: Scott Sturtz, Director of Public Works 

8-8-25

Signature

Signature

BY:

☒ Darrel Pyle, City Manager
☐ Shannon Stevenson, Assistant City Manager

CC: Anthony Francisco, Director of Finance *A. Francisco*
Kim Coffman, Budget Manager *Kim Coffman*
Jason Murphy, Stormwater Program Manager
Tim Miles, City Engineer

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. The OWNER intends to replace storm drain infrastructure in a channel located east of 617, 621 and 625 Summit Hollow Dr. in the Summit Lakes Addition in Norman, OK; and,
2. The OWNER requires certain professional administrative, technical, and analytical services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the August 18, 2025.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SCOPE OF SERVICES

The CONSULTANT shall provide the SERVICES described in **Attachment A, Scope and Fee Proposal**.

ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A**, to be completed within 10 weeks from receipt of Notice to Proceed.

ARTICLE 5 - COMPENSATION

The OWNER shall pay the CONSULTANT in accordance with **Attachment A**, an amount not to exceed, **FORTY-TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$42,600.00)**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. 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, the CONSULTANT shall maintain the following insurance:

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The CONSULTANT shall not be responsible for; (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or the 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 the OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the CONSULTANT in **Attachment A**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions which existence the 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 the CONSULTANT as deliverables pursuant to the **Attachment A** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the OWNER nor the CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the OWNER or the CONSULTANT under this AGREEMENT. The CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

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

OWNER:

Jason Murphy
Stormwater Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-5455

CONSULTANT:

Halff Associates, Inc.
Kevan Parker
VP and Operations Manager
1111 N Lee Ave. #400
Oklahoma City, Oklahoma 73103
(405) 546-3820

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

ARTICLE 17 - DISPUTES

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

The CONSULTANT hereby affirms its support of and efforts to abide by the provisions of applicable federal, state and local laws and regulations, including the City of Norman's policies and provisions, and to perform no actions otherwise constituting an abridgement of the rights thereunder. The CONSULTANT affirms its employment efforts to hire and employ persons 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.

ARTICLE 19 - WAIVER

A waiver by either the OWNER or the CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

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

ARTICLE 22 - SUCCESSORS AND ASSIGNS

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

ARTICLE 23 - ASSIGNMENT

Neither the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, the CONSULTANT may assign its rights to payment without the OWNER's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES; however CONSULTANT shall indemnify, defend and hold harmless the OWNER for claims arising in any way from the services provided by those persons/entities and/or upon which CONSULTANT's services hereunder rely.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS HEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

The City of Norman
(OWNER)

Signature



Name: Darrel Pyle

Title: City Manager

Date:

8-19-25

Attest:



Brenda Hall, City Clerk

Halff Associates, Inc.
(CONSULTANT)

Signature



Name: Kevan Parker

Title: VP and Operations Manager

Date: 08/19/2025



Approved as to form and legality this 21 day of August 2025.



City Attorney

ATTACHMENT A – SCOPE AND FEE PROPOSAL



Scope and Fee Proposal

Storm Drainage Repair Project

Summit Lakes Addition, Norman, OK

Client: City of Norman

Project Location

Start Point: 35.20893878000841, -97.39797713891186

End Point: 35.211133566495384, -97.39714261872443

Scope of Services

1. Surveying Services

Topographic Survey: Conduct detailed topographic survey within the project corridor, including existing storm drainage infrastructure, surface features, and surrounding area critical for design.

- Easement Identification: Research and delineate existing easements; identify any additional easement requirements for construction access or maintenance.
- Subsurface Utility Location (SUE): Coordinate with utility companies and employ subsurface utility engineering methods (ASCE 38-22, QL-B and QL-A as appropriate) to locate underground utilities.

2. Civil Engineering Design

Storm Drain Replacement Design: Provide complete engineering design for the replacement of the existing storm drain line, including:

- Solution comparative assessment with report
- Standard Construction Documents Sheets
- Plan and Profiles
- Grading Sheets
- Erosion Control
- Demolition Sheets
- Hydraulic and hydrologic analysis (as applicable) using client-provided data.
- Pipe sizing, material selection, and structural design.
- Connection details to existing infrastructure.

3. Bidding and Construction Support

Prepare bid documents including plans, specifications, and engineer's estimate.

Provide assistance during bidding by responding to contractor inquiries and preparing addenda as needed.

Construction Observation: Attend preconstruction meeting, conduct periodic



site visits during construction, and provide written field reports.
RFI/Field Change Support: Respond to contractor RFIs and assist with construction-related clarifications.

Client-Provided Information

- Existing development plans, as-built drawings, and storm drainage/hydraulic design data for the area.
- Access permissions for site entry, including private property if applicable.

Fee Proposal

Task	Fee (Lump Sum or Hourly Not-to-Exceed)
Topographic Survey & Easement ID	\$9,400
Subsurface Utility Location (SUE)	\$7,000
Storm Drain Engineering Design	\$23,200
Bidding & Construction Support	\$3,000

****Total Estimated Fee**: \$42,600**

Schedule

Project Kickoff: Upon Notice to Proceed
Survey and SUE: Within 4 weeks
Preliminary Design Submittal: Within 6 weeks
Final Design Submittal: Within 10 weeks

ATTACHMENT B – OWNER’S RESPONSIBILITIES

Article 6 of the AGREEMENT hereby includes fully by incorporation the following terms:

1. OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports, and any other data reasonably relative to the services provided by CONSULTANT under the AGREEMENT;
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 cause undue delay SERVICES of CONSULANT;
4. OWNER shall designate in writing a person to act as its representative with 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; and
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.

