



DATE: October 17, 2024

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

FROM: Joseph Hill, Streets Program Manager
Brandon Brooks, Capital Projects Engineer

SUBJECT: FYE 2025 Street Maintenance Bond - North Base Avenue Design Survey

office memorandum

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2025 urban road reconstruction project is North Base Avenue from West Gray Street to Kansas Street.

Traditionally, the Street Maintenance Bond urban reconstruction projects have involved full design sets, but after an in-depth assessment of North Base Avenue, the subgrade was determined to be in good condition. Therefore, utilizing the City’s on-call contract list, staff reached out to Parkhill for a quote to perform a design survey and to include an erosion control plan, grading and drainage plans, and identification of any possible utility conflicts in the project area. This approach will save the Street Maintenance Bond both time and money in preparation of construction documents. Attached for approval or rejection are the contract documents by and between the City of Norman and Parkhill Engineering LLC for design services for the FYE ’25 Street Maintenance Bond urban reconstruction project – North Base Ave, in the amount of \$48,300.00.

Reviewed by: Scott Sturtz, Interim Public Works Director

10/17/2024
Date

Signature

- | | |
|--|---|
| <input checked="" type="checkbox"/> APPROVED BY: | <input type="checkbox"/> Darrel Pyle, City Manager |
| <input type="checkbox"/> DISAPPROVED | <input checked="" type="checkbox"/> Shannon Stevenson, Assistant City Manager |

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Parkhill, Smith & Cooper, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to reconstruct North Base Avenue from Gray Street to Kansas Street (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 17th day of October, 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:

Brandon Brooks, PE, CFM
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Parkhill, Smith, & Cooper, Inc.
Kelly Henderson - Principal
3226 Bart Conner Drive
Norman, OK 73072

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 21st day of Oct., 2024.

The City of Norman
(OWNER)

Parkhill, Smith & Cooper, Inc.
(CONSULTANT)

Signature *Shannon Stevenson*

Signature *Kelly Henderson*

Name Shannon Stevenson

Name Kelly Henderson

Title Assistant City Manager

Title Principal

Date 10/17/2024

Date 10-1-24

Attest: *Brenda Hall*

Attest: *[Signature]*

Secretary



Approved as to form and legality this 16 day of Oct 2024.

Christy Eludala
City Attorney

To: Mr. Joseph Hill
City of Norman-Public Works; Streets
405.329.2524
Joseph.hill@normanok.gov

August 26, 2024

Re: **Letter Agreement for Survey Services**
N. Base Ave. Roadway Improvements
W. Gray St. to Kansas St.
Norman, OK

Dear Mr. Hill:

Thank you for the opportunity to provide a cost and scope of services for the above reference project.

Project Understanding

The City of Norman has requested a Topographic Design Survey for proposed roadway improvements along N. Base Avenue from W. Gray St. to Kansas St. As referenced below on Exhibit 'A' (Aerial of Project Area).

EXHIBIT 'A'



Additional work requested beyond the above-described scope of work will be performed on an hourly basis in accordance with the attached Hourly Fee Schedule. Any additional work will be mutually agreed upon by both parties prior to commencing.

SCOPE OF WORK

- **Design Survey**
 - Topographic Survey of the contours and elevations of the existing drainage channel,

- flow line and spot elevation within Right of Way and 5-feet beyond
 - Surface features, such as roads, driveways, delimitation of grass / vegetative areas, trees within the right-of-way or just beyond.
 - Observable utilities and/or evidence of observable utilities.
 - Storm drainage structures, pipe size, locations, type and flow line(s)
- **Erosion Control**
 - An Erosion Control Plan will be prepared to control run-off from discharging into the downstream City Storm Sewer System.
- **Grading & Drainage Plans**
 - Grading plan to establish an existing roadway profile and flow lines as applicable for the reconstruction limits of the N. Base Avenue, as described above.
 - Review the existing drainage and evaluate the need for improvements to the drainage pattern, to include the potential of replacing some of the dated infrastructure.
- **Utility Relocation & Coordination**
 - Existing Utilities that conflict with the proposed improvements will be identified for removal, replacement or relocation. This proposal does not take into account coordination efforts for the removal, replacement or relocation of any City of Norman or other franchise utilities.
- **Construction Administration**
 - Construction Administration will be performed on an hourly basis in accordance with the attached Fee Schedule.

FEES

Survey (Lump Sum)	\$10,100.00
Basic Engineering Design (Lump Sum Design)	\$38,200.00
Construction Administration (CA)	Hourly
<u>Base Contract Total</u>	<u>\$48,300.00</u>

Anticipated Schedule

- Survey 5-6 weeks from NTP (25-30 edays)
- Engineering Plans 4-6 weeks from receipt of Survey (20-30 edays)

ASSUMPTIONS & EXCLUSIONS

The scope of services is based on the following assumptions and the fee specifically excludes the following work:

- No Planning or Public Meetings are anticipated or included in the scope of work or estimated fees.
- No Public Improvements are included.
- As requested, Engineer will provide general engineering inspection of the work of the Contractor(s) as construction progresses. Engineer does not guarantee the performance of the Contractor(s) by Engineer's performance of construction inspection. Engineer's undertaking hereunder shall not

relieve the Contractor of their obligation to perform the work in accordance with the plans and specifications; and shall not impose upon Engineer or Parkhill any obligation to see to it that the work is performed in a safe manner.

- Permit or filing fees required by City, State, or County for plan review or recording of documents.
- Project related expenses incurred by the Consultant during the execution of services rendered within the scope of work contracted, such as printing and copying expenses, express deliveries, courier services, submission fees and travel expenses, will be reimbursable at cost.

Again, thank you for this opportunity. This is an estimation based on our understanding of the project and timelines, Prior to Authorization to Proceed, a formal Contract to this Letter Agreement shall be fully executed before work can begin. Should you have any questions, comments, or changes in scope, please feel free to give me a call.

Sincerely,

Thomas B. Martin




Thomas B. Martin
Senior Project Manager

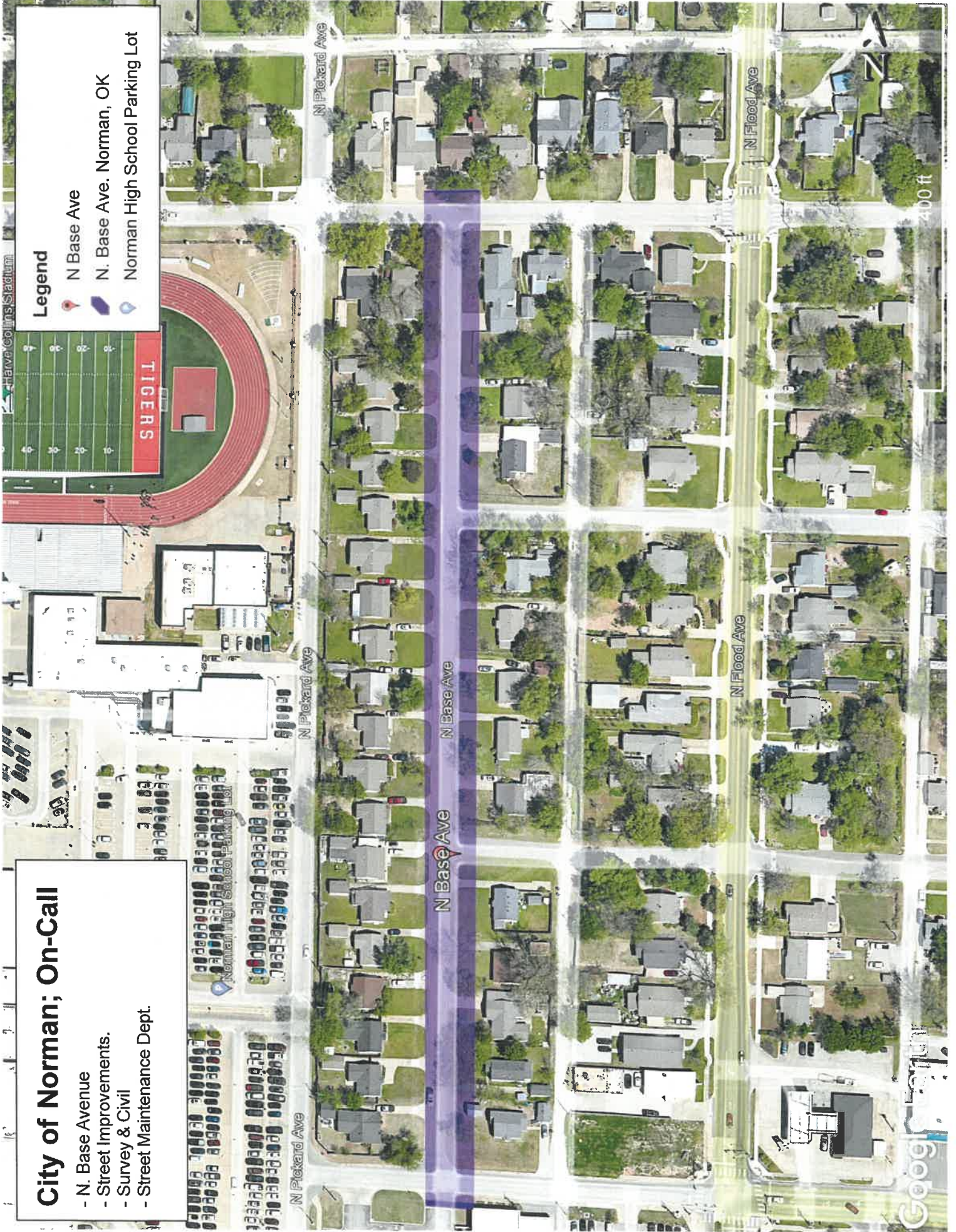
Attachments:

City of Norman; On-Call

- N. Base Avenue
- Street Improvements.
- Survey & Civil
- Street Maintenance Dept.

Legend

-  N Base Ave
-  N. Base Ave. Norman, OK
-  Norman High School Parking Lot



ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

The scope of work for the FYE 2025 Urban Reconstruction Project is to improve an existing portion of roadway on North Base Avenue between Gray Street and Kansas Street

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

DESIGN SERVICES

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

Design Survey

- Topographic Survey of the contours and elevations of the existing drainage channel, flow line and spot elevation within Right of Way and 5-feet beyond
- Surface features, such as roads, driveways, delimitation of grass / vegetative areas, trees within the right-of-way or just beyond.
- Observable utilities and/or evidence of observable utilities.
- Storm drainage structures, pipe size, locations, type and flow line(s)

Erosion Control

- An Erosion Control Plan will be prepared to control run-off from discharging into the downstream City Storm Sewer System.

Grading & Drainage Plans

- Grading plan to establish an existing roadway profile and flow lines as applicable for the reconstruction limits of the N. Base Avenue, as described above.
- Review the existing drainage and evaluate the need for improvements to the drainage pattern, to include the potential of replacing some of the dated infrastructure.

Utility Relocation & Coordination

- Existing Utilities that conflict with the proposed improvements will be identified for removal, replacement or relocation. This proposal does not take into account coordination efforts for the removal, replacement or relocation of any City of Norman or other franchise utilities.

MEETINGS

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

DESIGN CRITERIA

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

DELIVERABLES

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

1. Design Plans – 90/100 Milestone Schedule

a. Plan Requirements

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

b. 90% Plans

The 90% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Erosion control plan
- Storm Water Management Plan
- Roadway Plan and Profile Sheets

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

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

- Title Sheet
- Typical Section/Detail Sheet
- Summary Sheets
- Horizontal Control Sheet
- Erosion Control Sheets

- Roadway Plan and Profile Sheets
- Final Cross Sections
- Final Opinion of Probable Construction Cost

ADDITIONAL SERVICES NOT INCLUDED

1. No planning or public meetings are anticipated or included in the scope of work or estimated fees
2. No Public Improvements are included.
3. Permit or filing fees required by City, State, or County for plan review or recording of documents.
4. Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.

**ATTACHMENT B
PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	September 30, 2024
Survey	October 30, 2024 (30 Days)
Final Plans	November 30, 2024 (30 Days)

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

**ATTACHMENT C
COMPENSATION**

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$48,300.00 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 – Survey (Lump Sum)	\$10,100.00
Task 2 – Traffic	\$38,200.00
TOTAL COMPENSATION	\$48,300.00

**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.



CONTRACT POLICY

PARKHILL, SMITH & COOPER, INC.
PSC SERVICES, LLC
PURCHASE/SALE OF FIRM REAL ASSETS

Adopted June 9, 2011
Revised: March 24, 2024

It is the policy of Parkhill, Smith & Cooper, Inc. (including dba's Parkhill and Lemke Land Surveying) and PSC Services, LLC. to only provide services under a SIGNED contract that is fair to both parties. The following policies are intended to provide guidance on how we expect to conduct business with our clients. It is our preference that we use a Parkhill created Standard Form Template or Parkhill edited AIA/EJCDC form agreement, but in many instances, particularly governmental/public entities, we must agree to the client generated agreement. In all cases the President, the EVPs of Architecture/Civil Engineering or Senior VP of Finance need to be involved in the review of the agreement. Only those individuals on the attached Board Resolution can execute an agreement and bind the firm to its terms and conditions.

The LEGAL name of the company remains Parkhill, Smith & Cooper, Inc. For Agreements (Owner and consultants), legal documents, letters or other documents, use the following name: **Parkhill**. For Lemke Land Surveying agreements (Owner and consultants) and other legal documents, use the following full name: Parkhill, Smith & Cooper, Inc. dba Lemke Land Surveying.

1. PARKHILL, SMITH & COOPER, INC. CONTRACT POLICY

A. Client Generated Contracts

ALL contracts including proposed contracts that are part of an RFQ response, must have the insurance limits, coverage types and endorsement requirements reviewed by Risk Strategies and Sanford & Tatum in addition to the reviews listed below. Send contract to the Senior Vice President of Finance who will coordinate the review with our insurers and return their comments.

All contracts including proposed contracts that are part of an RFQ response, must be reviewed and approved by the President, EVP of Engineering or Architecture or Senior Vice President of Finance and the PIC.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

See Parkhill [Contract Checklist](#) in Standard Forms.

B. Prime Generated Consultant Contracts (When Parkhill is a consultant)

ALL contracts must have the insurance limits, coverage types and endorsement requirements reviewed by Risk Strategies and Sanford & Tatum in addition to the reviews listed below. Send contract to the Senior Vice President of Finance who will review the agreement and also coordinate the review with our insurers and return their comments.

All contracts must be reviewed by the President, EVP of Engineering or Architecture or Senior Vice President of Finance and the PIC for approval, but the two required reviewers have to be two different people.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

C. Parkhill Prepared Parkhill/Owner Standard Contract Forms and MSAs (When Parkhill is Prime)

The following make up Parkhill standard contract forms (documents may be found on [RED](#) and in directory [R:\PSC Standard Forms\02 Agreement-Contracts](#).

1. Parkhill Architecture [Letter Agreement](#): generally used for architectural projects of limited scope.
2. Parkhill Architecture [Letter Agreement for Churches](#): generally used for church projects of limited scope.
3. [AIA B101-2017 - Standard Form of Agreement](#) between Owner and Architect: Parkhill Master.
4. [AIA B133-2019 - Standard Form of Agreement](#) between Owner and Architect, Construction Manager as Constructor: Parkhill Master.
5. [B121/221-2018 Standard Form of Master Services Agreement](#) Between Owner and Architect for Services provided under multiple Service Orders: Parkhill Master.
6. Parkhill [Storm Shelter Peer Review Letter Agreement](#).
7. Parkhill [Short Form Engineering Agreement](#): Engineering project of limited scope, limited duration and under \$150K fee.
8. Parkhill [Short Form Engineering Master Services Agreement](#) for Professional Services: Engineering projects under \$150K Fee.
9. [EJCDC E-500 \(2020\) Long Form Agreement](#): General Civil Engineering projects over \$150K Fee: Parkhill Master.
10. [EJCDC E-505 \(2020\) Long Form Master Services Agreement](#) between Owner and Engineer for Professional Services-Task Order Edition: Engineering projects over \$150K Fee: Parkhill Master.
11. Parkhill/Lemke VERY [Abbreviated/Limited Scope Agreement](#) for fees less than \$2,500.
12. Parkhill [Surveying Agreement](#): For projects located in **Texas** only.
13. Parkhill [Master Services Agreement for Surveying](#) located in **Texas** only.
14. [Lemke Surveying Agreement](#): For projects located in **Oklahoma** only.

15. [Lemke Master Services Agreement](#) for Surveying located in **Oklahoma** only.
16. [AIA B106-2020 - Standard Form of Agreement](#) between Owner and Architect for Pro bono Services: Parkhill Master.

All of the Parkhill prepared contracts listed above in which the PIC, CM, SD, PM, any other Parkhill employee or the Owner is requesting changes must be reviewed by the President, EVP of Engineering or Architecture or Senior Vice President of Finance

Contracts with gross fees up to \$200,000 must be reviewed and approved by the Principal-in-Charge (PIC) and one other firm principal (this may or may not be the Project Manager [PM]), but the reviewers have to be two different people.

The PIC and Sector Director must review and approve contracts with gross fees exceeding \$200,000 up to \$1,000,000, but the reviewers have to be two different people.

For contracts exceeding \$1,000,000 in gross fee, the President, EVP of Engineering or Architecture or Senior Vice President of Finance and PIC must review and approve, but the reviewers have to be two different people.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

D. Parkhill Prepared Consultant Contract Forms and MSAs (When Parkhill is Prime)

The following make up Parkhill Standard Consultant Contract Forms:

1. [AIA C401-2017 Standard Form of Agreement](#) between Architect (Parkhill) and Consultant.
2. [AIA C421/422-2018 Standard Form of Master Services Agreement](#) Between Architect and Consultant for Services provided under multiple Service Orders: Parkhill Master between Architect (Parkhill) and Consultant.
3. Civil [Consulting Services Agreement](#) between Parkhill and Consultant.
4. Civil [Master Consultant Services Agreement](#) between Parkhill and (Consultant) used with Task Orders.
5. Parkhill/Lemke [Non-Design Consultant \(single use\)](#): To be used by 01 and 03 for Geotech, surveyor, SUE, CMT, LEED, etc. (consultants not providing design services and OPC's).
6. Parkhill/Lemke [Non-Design Consultant Master Services Agreement](#): To be used by 01 and 03 for Geotech, surveyor, SUE, CMT, LEED, etc. (consultants not providing design services and OPC's).

All MSAs for architectural and civil consultants shall be reviewed, approved and **executed by EVP of Architecture or Engineering only**. Task/Service Orders for these MSAs can be executed by principals and those authorized by the Board of Directors (see attached resolution).

Project Coordinators shall be notified of all executed MSA's and Task/Service Orders for tracking purposes in an Excel spreadsheet. This allows everyone in the firm to know who Parkhill has MSAs with and what Task/Service Order numbers have been used.

All of the Parkhill prepared contracts listed above in which the PIC, CM, SD, PM, any other Parkhill employee or the consultant is requesting changes must be reviewed by the President, EVP of Engineering or Architecture or Senior Vice President of Finance

Contracts with gross fees up to \$200,000 must be reviewed and approved by the Principal-in-Charge (PIC) and one other firm principal (this may or may not be the Project Manager [PM]).

The PIC and Sector Director must review and approve contracts with gross fees exceeding \$200,000 up to \$1,000,000.

For contracts exceeding \$1,000,000 in gross fee, the President, EVP of Engineering or Architecture or Senior Vice President of Finance and PIC must review and approve.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

E. Amendments to any type of Contract, including MSAs

All amendments must be reviewed and approved by the President, EVP's of Architecture or Engineering or Senior Vice President of Finance.

All amendments shall be executed by the same person who signed the original contract, MSA or Task/Service order. If the original signer is no longer with the firm, then another principal or person authorized by the Board of Directors (see attached resolution) shall execute the amendment.

2. PSC SERVICES, LLC. CONTRACT POLICY

Only the President has signature authority for any PSC Services, LLC contract.

3. PURCHASE OR SALE OF REAL ASSETS OF THE FIRM

For Assets that affect the balance sheet (example; construction contracts, or credit lines) the President, Treasurer or Senior Vice-President-Finance shall sign. Real Estate Transactions require a resolution by the Board of Directors.

Review the Project Delivery Manual responsibility matrix for additional information.

The State of Texas §

County of Lubbock §

RESOLUTION

At a meeting of the Board of Directors of Parkhill, Smith & Cooper, Inc. (dba Parkhill), on September 19, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

"BE IT RESOLVED that the following Principals and employees of the corporation, namely:

Isaac Aguilar	Robert (RJ) Lopez
Daniel Albus	Ryan Kennerly
Jeffrey (Ryan) Bailey	Matthew Kingsley
Mike Baker	Steven Lemke
Toby Baker	Dawn Moore
Greg Billman	Mike Moss
Cole Bond	Scott Nelson
Joseph (Joe) Bradley	Frank Pugsley
Jon Braudt	Michael Ramirez
Danny Cahill	Kreg Robertson
Brent Clifford	Robert Rollo
Chad Davis	Keith Rutherford
Chad Dietz	Ben Sanchez
Hector De Santiago	Mark Sanchez
Jay Edwards	(Jonathan) Michael Strain
Zane Edwards	Brian Stephens
David Finley	Todd Stiggins
Brian Griggs	Mary Stills
Mark Haberer	Kelby Sue
John Hamilton	William R. Swain
Drew Hardin	Marcy Trujillo
Dan Hart	Brandon Young
(Ex) René Hawkie	Eric West
Kelly Henderson	Danny Winchester
Jacob Hernandez	Clint Wofford
Jared Higgins	Allan Wolf
Michael Howard	Samuel Wyatt
Brian Irlbeck	Collin Zalesak
Kyle Jackson	Jamie Zavodny

are hereby authorized to approve and sign contracts on behalf of the corporation."

I, Mark Haberer, Secretary of Parkhill, Smith & Cooper, Inc. (dba Parkhill), do hereby certify that the above and foregoing is a true and correct copy of a resolution passed by the Board of Directors of said corporation on September 19, 2023, and that the same has not been altered or amended, and that the same is in full force and effect.



Mark Haberer