

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Cowan Group Engineering (CONSULTANT) for the following reasons:

1. OWNER intends to construct 48th Avenue NW from Robinson Street to Rock Creek Road (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 _____, 20 ____.

ARTICLE 2 - GOVERNING LAW

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

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 upon 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. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, 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 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; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to 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 CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because 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, 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. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from 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 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 CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and 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 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:

Paul D'Andrea, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

(Cowan Group Engineering):

Jeff Cowan
Principal / CEO
7100 N. Classen Blvd., Suite 500
Oklahoma City, OK 73116

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 by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. 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. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. 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. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between 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, which consent shall not be unreasonably withheld; 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 Cowan Group Engineering have executed this Agreement.

DATED this ____ day of _____, 20__.

The City of Norman
(OWNER)

Cowan Group Engineering
(CONSULTANT)

Signature _____

Signature Jeff Cowan

Name _____

Name Jeff Cowan, PE

Title _____

Title Principal | CEO

Date _____

Date 1/2/2024

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this 5 day of Jan 2024.

Elizabeth Chockale
City Attorney

ATTACHMENT A SCOPE OF SERVICES

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

DESCRIPTION OF PROJECT

The scope of work is to improve the existing two-lane 48th Avenue Northwest from Robinson Street to Rock Creek Road to a two-lane curb and gutter roadway with exclusive left turn lanes at intersections. The project will include a Preliminary Engineering Report that is included with the 30% Plan Submittal. The preferred typical section is 2-lane curb and gutter section with bike lanes and sidewalks including exclusive left turn lanes at intersections. The described typical section is the Minor Urban Arterial typical section (Figure 3.3) from Norman Transportation Master Plan. During the preliminary planning, a 10-foot offset trail combining the bike lane and sidewalk will be considered for one side of 48th Avenue (a standard width sidewalk on the other side), eliminating the on-street bike lanes. The project will begin north of the Robinson Street intersection with minimal design and construction on the subject intersection. Reconstruction of the Rock Creek Road intersection will be included in the design and construction with west leg being a three-lane section to match the east side of the intersection and 48th Avenue extending north transitioning back to the two-lane existing roadway. A traffic study and signals are not expected to be included with the project. The scope of work will include topographic survey, existing property boundary research, geotechnical analysis, utility coordination, roadway design, drainage design, and ADA Compliance for all features. Design of utility relocations is not included in this scope of work.

DESIGN SERVICES

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

1. Roadway / Street

48th Avenue Northwest from Robinson Street to Rock Creek Road will be redesigned to a two-lane roadway with sidewalks and bike lanes. The Minor Urban Arterial Typical section (Figure 3.3) from Norman Transportation Master Plan will be used for the two-lane curb and gutter section with bike lanes and sidewalks including exclusive left turn lanes at intersections. During the preliminary planning, a 10-foot offset trail combining the bike lane and sidewalk will be considered for one side with a standard width sidewalk on the other side, eliminating the on-street bike lanes.

The project will include drainage analysis to evaluate options for a storm sewer system. Drainage areas will be delineated utilizing available CITY provided contour and zoning data for the area along with as-built plans and survey data. Storm drainage infrastructure will be designed to meet current City of Norman criteria including hydraulic calculations. On the west side of 48th Avenue the NW storm sewer inlets will be drained into a roadside ditch paralleling the street. The east side of 48th Avenue NW will be an enclosed storm

sewer system that will utilize cross drains that will outlet into the ditch on the west side.

Historically, 48th Avenue NW had one (1) blueline stream crossing the road at about the quarter section line. Current USGS maps show the blueline stream ending on the west side of the existing roadway. Most of the west side and about half of the east side of 48th Avenue NW is bordered by FEMA Zone AE. There are two (2) structures crossing 48th Avenue NW, one (1) at the blueline stream location that carries runoff from the neighborhood to the east and the other crossing about 900 feet south of Rock Creek Road. Hydraulic modeling (HEC-RAS) is needed as part of this contract as there are two (2) major cross drainage structures along the corridor.

A drainage study will be completed. West of the project location is primarily floodway / floodplain and is undeveloped agricultural areas. No change in the current development status is expected. The project will be designed for no rise and widened ditches to offset fill to accomplish no fill in floodplain (balance cut and fill). A drainage report will be submitted.

Sidewalk will parallel 48th Avenue on the east side of the roadway and a ten (10) foot trail on the west. These pedestrian facilities will be designed to meet the most current version of the ADA, AASHTO, and PROWAG guidelines.

2. Traffic

Signing and striping along the corridor will be developed in conjunction with the roadway design to accommodate the new roadway configuration and multimodal facility configuration per the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

Phased traffic control will be designed to facilitate construction to allow two-way traffic through the duration of construction. Signals are not expected to be required and are not included in the scope. The existing signals at Robinson Street will not be modified and the stop condition at Rock Creek Road will be included in the final plans. The traffic control plan with intersection construction will be handled through stop control. A traffic study is not included in the scope of work.

No street and/or pedestrian lighting is included in the scope.

3. Bridge / Structural

Storm sewer design will be evaluated and any potential need for special drainage structures, such as junction boxes, will be assessed.

Two (2) roadway sized cross drain structures are included and are expected to be replaced. The cross drain located about 900 feet south of Rock Creek Road is three (3) corrugated metal pipes and it is expected to be replaced. The size of the new cross drain will be determined by the drainage study. The other cross drain structure is located at the quarter section line and it is four (4) corrugated metal pipes. The size of the new cross drain will be determined by the drainage study. The cross drains and headwalls will be designed and detailed to meet AASHTO Design Standards and City of Norman Design Criteria.

4. Survey

Topographic survey will be provided along the centerline of 48th Avenue NW with a corridor of east 150 feet or to the existing right-of-way fence whichever is less and 200 feet to the west. The survey will also include a minimum of 100 feet in all directions at all side street and cross street intersections or through the first driveway, whichever distance is greater. At the intersection of Robinson Street and 48th Avenue NW the survey will extend a minimum of 250 feet in all directions. At the intersection of Rock Creek Road and 48th Avenue NW the survey will extend a minimum of 500 feet in all directions. At the existing cross drains the survey will include a 50-foot wide section and 250-feet upstream and downstream from the centerline of the roadway.

Survey control will be based on the City of Norman Control network and will include 1-foot contour intervals with spot elevations at all key locations such as drainage features, sanitary sewer manholes, etc. Survey will denote the location of all visible utilities, those identified through OKIE 811 requests and any obtained from the City of Norman utility atlas maps. Additional items to be shown include all improvements within the scope areas such as drives, parking lots, landscaping, etc.

The CONSULTANT will notate identification/ownership of all adjoining properties and their rights-of-way and/or easements along the surveyed corridor. The survey will include property lines and alignment ties to monuments or corners. Landowner notifications will be limited to the owners of property that will be accessed during survey field work. Exhibits/legal descriptions for obtaining new rights-of-way/easements will be generated to be used during the acquisition process. Survey data sheets will be included in the plan sets for submission.

Staking for the new right-of-way or easement is included in Section 7: Right-Of-Way (R/W). Right-of-way acquisition services are not provided as part of this contract but can be added through amendment as needed.

5. Geotechnical Testing

Roadway geotechnical investigation will include an In-Place Soil Survey (with ten [10] core locations) and a Shoulder Soil Survey (with ten [10] core locations), with soil borings and pavement cores. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes. In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on selected recovered samples. Soil samples will be classified in accordance with AASHTO and Unified Soil Classification Systems. In addition, Standard Proctor and California Bearing Ratio (CBR) tests will be performed on representative composite bulk samples.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included. Both a concrete and asphalt pavement design will be provided.

Bridge geotechnical, retaining wall geotechnical and sign/light pole foundation recommendation are not provided as part of this contract but can be added through amendment as needed.

6. Public Meetings and Stakeholder Involvement

a. Public Meeting

CONSULTANT is responsible for facilitating and assisting the OWNER in

conducting and documenting one (1) Public Meeting associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Assist the City in conducting a Public Meeting
- Assist the City in assembling a Power Point Presentation
- Attend and present at the Public Meeting as requested by the OWNER
- Prepare responses to questions raised at the Public Meeting
- Prepare meeting minutes
- Prepare various meeting exhibits
- Notify City Administration of Public Meeting schedule
- Take site pictures of PROJECT

b. Stakeholder Meetings

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting four (4) Stakeholder Meetings (City Council) associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Conduct the required Stakeholder Meetings
- Attend and present at the Stakeholder Meetings as requested by the OWNER
- Prepare responses to questions raised at the Stakeholder Meetings
- Prepare meeting minutes
- Prepare various meeting exhibits

7. Right-Of-Way (R/W)

Right-of-way is anticipated on this project. The CONSULTANT will prepare exhibits/legal descriptions for the acquisition of right-of-way and R/W plans for five (5) parcels. The CONSULTANT will provide R/W Staking for the five (5) parcels during the acquisition process. R/W acquisition assistance is not included as part of this contract but can be added through amendment.

8. Utilities

The CONSULTANT will provide utility investigations along the corridor for the Preliminary (30%) Plan and Design Analysis milestone in coordination with the CITY. The CONSULTANT will discuss the level, location, and requirements for spot or segment wide subsurface investigations at that time with the CITY. Subsurface utility Investigations (SUE) Level B are included; Level A (potholing) is not included as part of this contract but can be added through amendment.

The CONSULTANT will provide a color-coded Utility Map according to OKIE 811 color coding along the corridor.

The CONSULTANT shall help coordinate and attend utility meetings at each milestone, as needed. Utility coordination will include communication with utility companies and the City's utility department.

Design of utility relocations is not included in this scope of work but can be added through

amendment.

9. Construction

a. Bidding (ACOG/ODOT/FHWA Funded Projects)

ODOT will assume primary responsibility for the bidding / award process for projects funded by ACOG/ODOT/FHWA. The CONSULTANT will serve the OWNER in a support role during the bidding / award process. CONSULTANT shall (at a minimum) submit all construction documents and plans required by ODOT in the desired format and in conformance with ODOT's standard submittal procedure. Additionally, the CONSULTANT shall attend the Pre-Bid Conference and answer questions from possible contractors, including the development of written responses to the questions received and review of the meeting minutes produced by ODOT.

b. Construction Support

CONSULTANT shall attend a Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled monthly progress meetings as requested (up to 12 meetings).

c. Record Drawings

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

10. Additional Services

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. It is expected that this project will be bid and awarded by the City of Norman; however, the project design and plans will be per the current ODOT requirements in the event that funding is available for the project to be bid and awarded by ODOT.

DELIVERABLES

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

1. Design Plans – 30/60/90 Milestone Schedule

a. Plan Requirements

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

b. Preliminary Engineering Report

A Preliminary Engineering Report will be submitted and shall include the following information:

- Develop 15% Sketch Plans and alternates
- Review 15% Sketch Plan with City Staff
- Existing Conditions (Typical Sections, Drainage, Right-of-Way)
- Proposed Conditions (Typical Sections, Drainage, Right-of Way)
- Concrete & Asphalt Pavement Design
- ~~Traffic Study~~
- Drainage Study / Drainage Report
- Engineering Report
 - Conceptual Plan Sheets with Aerial background
 - Conceptual Typical Sections
 - Preliminary Construction Sequence
 - Conceptual Estimated Construction Costs
- Draft Engineering Report
- Present Report to Council (As Required)
- Prepare and Deliver Final Engineering Report
 - Five (5) Hard Copies and one (1) PDF

c. Preliminary (30%) Plans

The 30% Preliminary Design Submittal based upon approved recommendation from the Preliminary Engineering Report and should include, but is not limited to, the following:

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

d. 60% Plans

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

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Sign and Striping Sheets
- ~~Traffic Signal Layout Plans~~
- ~~Landscaping Layout sheet~~
- ~~Irrigation Layout sheet~~
- ~~Lighting Sheets~~
- Demolition Sheets
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- ~~404 Worksheets~~
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine R/W requirements)
- Opinion of Probable Construction Cost
- Updated Design Schedule

e. 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

f. Final (90%) Plans

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

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- ~~Traffic Signal Layout Plan~~
- ~~Traffic Signal Detail Plan~~
- ~~Traffic Signal Summary Sheet~~
- ~~Landscaping Layout Sheet~~
- ~~Landscaping Details~~
- ~~Irrigation Layout Sheet~~
- ~~Irrigation Details~~
- ~~Lighting Sheets~~
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- ~~404 Worksheets~~
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Bid Documents – Draft
- Opinion of Probable Construction Cost
- Updated Design Schedule

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

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

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- ~~Traffic Signal Layout Plan~~
- ~~Traffic Signal Detail Plan~~
- ~~Traffic Signal Summary Sheet~~
- ~~Landscaping Layout Sheet~~
- ~~Landscaping Details~~
- ~~Irrigation Layout Sheet~~
- ~~Irrigation Details~~
- ~~Lighting Sheets~~
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- ~~404 Worksheets~~
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probable Construction Cost
- Bid Documents and/or Documentation as required by OWNER or bidding agency

ADDITIONAL SERVICES NOT INCLUDED

1. Landscaping / irrigation design and plans
2. Traffic signal design and detailing
3. Environmental / environmental checklist (ODOT if required)
4. Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting, etc.
5. Full time construction inspection or observation
6. Construction surveying or surveying for as-built conditions
7. Property Acquisition
8. Appraisals - Negotiations & Acquisitions
9. GIS mapping services or assistance with these services
10. Providing renderings, model, and mock-ups
11. Utility Relocation Design
12. Subsurface and/or potholing for utility locations (SUE)
13. Federal, State, or Local Permits
14. Roadway and Pedestrian Lighting Design
15. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
16. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
17. 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	January 24, 2024
Survey	March 9, 2024 (45 Days from NTP)
Preliminary Engineering Study	May 23, 2024 (120 Days from NTP)
Public / Stakeholder Meeting	TBD
30% Plans	May 23, 2024 (120 Days from NTP)
30% Plan Review Meeting	June 6, 2024 (14 Days)
60% Plans	September 4, 2024 (90 Days)
60% Plan Review Meeting	September 18, 2024 (14 Days)
90% Plans	November 17, 2024 (60 Days)
90% Plan Review Meeting	December 1, 2024 (14 Days)
Bid Plans and Specifications	December 15, 2024 (14 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 & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

**ATTACHMENT C
COMPENSATION**

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

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay a lump sum amount of \$630,550.00 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:

SCOPE OF SERVICES

Task 1: Preliminary Engineering Report	\$ 72,700
Task 2: Preliminary (30%) Plans	\$ 106,700
Task 3: 60% Plans	\$ 113,500
Task 4: Right-of-Way Documents / Staking	\$ 8,750
Task 5: Final (90%) Plans	\$ 132,600
Task 6: Plans, Specifications, and Estimate (PS&E) Submittal	\$ 49,400
Task 7: Public Meetings & Stakeholder Involvement	\$ 24,000
Task 8: Bidding / Construction Support / Record Drawings	\$ 37,500
Task 9: Survey	\$ 56,400
Task 10: Geotechnical Investigations	\$ 29,000
PROJECT TOTAL (LUMP SUM)	\$ 630,550

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include OWNER directed work that is clearly outside of the Scope of Services in Attachment A. The fee structure for additional services shall be based on time and expense from CONSULTANT's Professional Hourly Rates. CONSULTANT will notify OWNER for OWNER's approval before proceeding.

HOURLY RATE SCHEDULE

2024 PROFESSIONAL SERVICES

Principal	\$300.00
Associate	\$271.00
Client Manager	\$248.00
Team Lead	\$237.00
Project Manager II	\$217.00
Project Manager I	\$208.00
Project Engineer III	\$201.00
Project Engineer II	\$185.00
Project Engineer I	\$172.00
Engineer Level II	\$159.00
Engineer Level I	\$147.00
Engineering Technician IV	\$165.00
Engineering Technician III	\$155.00
Engineering Technician II	\$140.00
Engineering Technician I	\$126.00
CAD Technician I	\$102.00
GIS Technician I	\$88.00
Administrative	\$126.00
Clerical	\$90.00
Intern	\$61.00
Survey Manager	\$215.00
Professional Land Surveyor II	\$197.00
Professional Land Surveyor I	\$172.00
Survey Field Manager	\$155.00
Survey Crew - Scanner	\$334.00
Survey Technician III	\$165.00
Survey Technician II	\$155.00
Survey Technician I	\$88.00
CAD Technician III	\$123.00
CAD Technician II	\$112.00
CAD Technician I	\$102.00
GIS Technician I	\$88.00
Construction Manager	\$177.00
Construction Services Administrator	\$167.00
Resident Project Representative III	\$143.00
Resident Project Representative II	\$133.00
Resident Project Representative I	\$122.00

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans and colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

The rates and expenses described may be revised annually.

**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.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.