

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. OWNER intends to construct the Lindsey Street Special Corridor Project- Pickard Avenue to Elm Avenue (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); and,
3. CONSULTANT is prepared to provide the SERVICES.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ____ day of _____, 2024.

ARTICLE 2 - GOVERNING LAW

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 A, Scope of Services. 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. 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, 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 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 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 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:

Tim Miles
Capital Projects Manager
City of Norman
225 N. Webster Ave.
Norman, OK 73069

CONSULTANT

MacArthur Associated Consultants LLC
Keith Angier
Managing Partner
2420 Springer Drive, Suite 215
Norman, OK 73069

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 MacArthur Associated Consultants LLC. have executed this AGREEMENT.

DATED this ____ day of _____, 2024.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

MacArthur Associated Consultants LLC
(CONSULTANT)

Signature _____

Name Keith B. Angier

Title Managing Partner Member

Date 1/2/2024

Attest:

Secretary



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

Elizabeth Luckala
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

This project is located along Lindsey Street from Pickard Avenue to Elm Avenue. The purpose of the project is to convert the existing roadway into a 3-lane section with curb and gutter, bike lanes, ADA sidewalks, and drainage improvements. The conversion will require traffic signal modifications at Pickard, Flood and Chautauqua. From Pickard to Elm, the existing 2-lane section will receive full-depth pavement reconstruction.

DESIGN SERVICES

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

1. Roadway / Street

a. Roadway Design

Lindsey Street will be converted into a 3-lane section from Pickard Avenue to Elm Avenue. The proposed roadway will carry one-lane in each direction with a center turn lane and dual bike lanes. The exact lane widths will be determined during the design, but it's anticipated that each lane will be 11' or 12' wide with 4' bike lanes adjacent to 1'-8" curb and gutters with recessed curb inlets. Side streets will be evaluated at existing signalized intersections for the feasibility of adding dedicated left-turn lanes to the side street (Recommendation to be provided by the City of Norman). The facility has a posted speed limit of 25 mph, which will be used as the design speed. New storm sewer pipelines will be incorporated as needed with all new inlets throughout the full extents of the project. Additional details concerning the design can be found in the Roadway Drainage & Localized Hydraulics Section.

A large portion of the project corridor already includes sidewalks on both sides of the roadway. However, it is anticipated that all sidewalks and ADA ramps will need to be replaced due to alterations to the vertical profile and roadway geometry.

b. Intersection Design

The footprint of each intersection is expected to generally match the roadway section described above: A 3-lane curb and gutter section with bike lanes. That said, each intersection will be analyzed independently, and lane configurations, turning radii, and crosswalks will be adjusted as needed based on the unique conditions and restrictions at each location. The modifications to the striping, turn lanes, crosswalks, and traffic signals to accommodate the widened roadway are discussed in the Traffic section.

c. Erosion Control

The urban nature of this project negates the necessity for extensive erosion control measures. Silt fencing, inlet sediment filters and fiber logs will be utilized to control erosion.

d. Roadway Drainage & Localized Hydraulics

While converting the open roadway section to a curb and gutter section with enclosed storm sewer, the localized drainage patterns will remain the same to ensure that downstream storm networks operate as intended. The roadway profile and storm sewer system will be designed such that ponding does not occur behind the curbs and the properties adjacent to the street are protected from the 100-year storm. The storm sewer system will be designed in accordance with City of Norman Engineering Design Criteria. The design will ensure that any existing drainage issues are addressed, particularly at each intersection. Between Elm and Jenkins, where storm sewer already exists, the existing network will be salvaged where possible. However, due to the subgrade issues, the shallow depth of the existing storm sewer, and known drainage issues, it is anticipated that most of the system will need to be replaced. Where existing inlets are located in driving lanes, it is anticipated that they will be relocated to the curb. The drainage analysis will be summarized in the preliminary engineering report and calculations will be provided to the City of Norman.

e. ADA / Sidewalks / Crosswalks

ADA sidewalks, ramps and crosswalks will be designed in accordance with the latest Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). The existing sidewalks and ramps will be utilized where possible. Where required, new sidewalks and ramps will be incorporated to ensure the entire corridor is fully connected with ADA compliant infrastructure. The design will include ADA compliant crosswalks, pedestrian crossings and signage.

f. Multimodal Paths / Trails / Bicycle Lanes

Lindsey Street is currently designated as an Advanced Bike Route. The City of Norman Comprehensive Transportation Plan identifies this segment of Lindsey Street as a roadway that will eventually have striped bike lanes. Moreover, there are bike lanes that were recently constructed along Lindsey Street up to and west of Pickard Avenue. This project will continue the bike lanes east to the project termini at Elm Avenue. The CONSULTANT will work with the OWNER to determine any desired signage or pavement markings for the bike paths.

g. Streetscape / Landscape

No landscaping nor street amenities are planned for this project other than sodding the disturbed areas.

2. Traffic

a. Traffic Signing & Striping

The scope includes the preparation of signing and striping design plans throughout the project extents. The plans will be developed in accordance with the latest City of Norman and ODOT standards and specifications and will be provided by TEC.

The CONSULTANT will ensure the lane configurations and striping of the side streets are cohesive with the design of Lindsey Street.

b. Traffic Control

The scope includes the construction sequencing, traffic control and detour designs as needed for each phase of the project. The design will maintain at least one lane of traffic at all times and will maintain access to residences and businesses along the corridor, but detour routes for one direction of traffic are anticipated for some phases of the project. Pedestrian movements along and across Lindsey Street will also be maintained along the corridor per new PROWAG requirements. The plans will be developed in accordance with the latest City of Norman and ODOT standards and specifications and will be provided by TEC.

c. Traffic Signalization and Pedestrian Signalization

TEC proposes to prepare traffic signal design plans for the intersections of Pickard, Flood and Chautauqua. Modifications are necessary to accommodate the additional turn lane configurations. Pedestrian signalization will be included in the scope of work. The City desires to use the decorative, black traffic signal poles and mast arms similar to what is currently being installed on new projects around the City. The plans will be developed in accordance with the latest City of Norman and Oklahoma Department of Transportation (ODOT) standards and specifications.

d. Traffic Lighting

Included in the scope of work are design plans for the installation of new decorative black roadway lighting on each side of Lindsey Street from Pickard Avenue to Elm Avenue. Any existing lighting will be removed. The design will direct the lighting to the street and sidewalks without projecting toward the adjacent homes. Intersection lighting will be incorporated into the traffic signals. The plans will be developed in accordance with the latest City of Norman and ODOT standards and specifications.

e. Traffic Study / Counts/ Projections

A traffic study is not anticipated for this project and is not included in the professional services. Instead, existing traffic studies, counts and projections will be utilized to determine the best lane configuration for the corridor, including the length of left turn bays at the intersections. The City of Norman will provide the suggested turn bay lengths along Lindsey Street and its side streets. If it is necessary for a traffic study under this project, the scope of work will be defined by an amendment to this agreement.

3. Bridge / Structural

This project is not anticipated to have a bridge/structural component. If it is necessary for these services under this project, the scope of work will be defined by an amendment to this agreement.

4. Survey

The City of Norman Benchmark and Survey Control Network, updated in September 2018, will be used to establish site control for this project. The scope

for the Design Survey requested is as follows.

a. Topographic Survey

The survey limits will extend from 300' west of Pickard Avenue to west of Elm Avenue. Along Lindsey Street, the survey will extend from right-of-way to right-of-way, plus an additional 25' on each side of the alignment. At intersecting streets, the survey will extend to the Lindsey Street right-of-way plus an additional 50' for unsignalized intersections and 300' at signalized intersections.

All topographic features including, but not limited to, paving, landscape features, and manmade structures within the right-of-way will be identified. Flowlines, pipe sizes, TR elevations and TG elevations will be identified for all storm and sanitary sewer networks located within the survey footprint, including the nearest upstream/downstream manhole that falls outside of the footprint. Building faces and any vertical encroachments extending from the building faces will be also located.

b. Utility Locates

Utilities with top of rims and inverts (where necessary), utility structures, on the ground and overhead, will be located with the assistance of a utility locate created through OKIE811 and, as available, thru the City of Norman GIS database.

c. Property / Right of Way

Right-of-Way verification along this route will be established using available plats, deeds and right-of-way plans. Parcel ownership information will be shown along the right-of-way on both sides of Lindsey Street and on adjacent cross streets.

d. Survey Data Sheet

A single survey plan sheet will be included as part of the plan set. The sheet will include the site control and topographic features.

e. Right-of-Way Staking

Proposed right-of-way and easement staking will be required for the purposes of land acquisition negotiations.

5. Geotechnical Testing

a. Roadway / Street Geotechnical

The existing pavement within the corridor is generally in fair condition. While the majority of the pavement is anticipated to undergo full-depth reconstruction, an overlay and widening could be utilized for the crossing streets. Terracon Consultants, Inc will be performing the geotechnical investigation for this project. Their investigation will include pavement design recommendations for the full-depth reconstruction section, providing both a rigid pavement option and flexible pavement option. The pavement will be designed in accordance with the City's Engineering Design Criteria and ODOT standards and specifications. Terracon's full scope and fee is included at the end of Attachment A.

6. Environmental Clearance

a. Environmental Clearance Support

Environmental clearance is not anticipated for this project and is not included in the professional services. If it is necessary for these services under this project, the scope of work will be defined by an amendment to this agreement.

b. Public Meeting/Stakeholder Meetings

The project will include a public meeting and several informal stakeholder meetings with the local property owners. CONSULTANT will perform the following tasks as outlined below. The tasks to be performed by the OWNER include but are not necessarily limited to identification of stakeholders, addresses, mailers, outreach efforts, selection and reservation of venue, setting up space, name badges, sign-in sheets and comment forms.

Public Meeting

- Conduct one (1) public meeting.
- Collaborate with the City of Norman.
- Assist the City of Norman in setting up the space.
- Assist the City of Norman in developing mailers.
- Assist the City of Norman in designing sign-in sheet and comment form for public meeting.
- Provide graphics and design materials for meeting, including a handout, display boards and a powerpoint presentation. The powerpoint presentation will be done in collaboration with the City of Norman.
- Prepare meeting minutes.

Stakeholder Meetings

- Conduct up to five (5) informal stakeholder meetings.
- Coordinate meetings with the City of Norman.
- Provide graphics and design materials for meeting.
- Prepare meeting minutes.

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

Additional right-of-way and/or easements are anticipated for this project. The scope of work includes the effort to provide legal descriptions, exhibits (tract maps), and staking for each parcel requiring right-of-way acquisition or an easement. The cost for these services will be based on a unit cost per parcel and will be negotiated as a supplement to this contract.

8. Utilities

a. Utility Map (color-coded)

CONSULTANT will provide a color-coded set of plan and profile sheets to each utility company affected as determined and necessary to coordinate the project construction and utility relocations.

b. Utility Relocation Coordination

OWNER will coordinate the relocation of utilities as required for the project and will request written approval from all utility companies as to the accuracy of all facilities on the plans.

c. Utility Meetings

CONSULTANT will attend utility relocation meetings with each utility. The meeting will be coordinated by the City of Norman. OWNER will prepare the meeting minutes.

d. Utility Relocation Plan Review

CONSULTANT will ensure any utility relocation plans meet the requirements of the project.

e. Utility Relocation Design

Aside from storm sewer improvements, the design of OWNER owned utility relocations is not anticipated for this project. If the design or relocation of OWNER-owned utilities is necessary (such as water and/or sanitary sewer), services will be added to the agreement by written 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 any scheduled 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 progress meetings, as required.

c. Construction Management / Testing

Construction Management and Testing are not included in this contract.

d. Record Drawings

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

MEETINGS

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

DESIGN CRITERIA

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

DELIVERABLES

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

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

a. Plan Requirements

Plans shall consist of one (1) Full-size electronic copy (pdf), five (5) 11 x 17-inches (half-size) prints and one (1) copy of Microstation files (dgn).

b. Preliminary (30%) Plans and Design Analysis

The 30% 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
- Plan and Profile Sheets
- Preliminary Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Opinion of Probable Cost
- Updated Design Schedule

The preliminary plan submittal will be accompanied by a written design analysis (preliminary report). The report will summarize the project scope, approach and design considerations. Proposed solutions will be presented in the report along with estimates and a recommendation. The content of the deliverable will be coordinated with City staff. The scope includes a presentation to City Council if deemed necessary.

c. 60% Plans

The 60% 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
- Drainage Map
- Storm Water Management Plan

- Plan and Profile Sheets
- Stormsewer Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Plans
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

d. Right-of-Way Documents (65% Plans)

- The 65% Preliminary Design Submittal should include, but is not limited to, the same sheets listed for the 60% plan submittal.
- 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

e. Final (90%) Plans

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

- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Stormsewer Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Plans
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Plan Sheet
- 404 Worksheets
- Final Cross Sections (If necessary)
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost

- Updated Design Schedule

f. 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
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Stormsewer Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Plans
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Plan Sheet
- Final Cross Sections (if necessary)
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probable Cost – in required format
- Bid Documents and/or Documentation as required by ODOT
- Final Design Calculations shall be made available upon request

ADDITIONAL SERVICES NOT INCLUDED

Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting etc.

Full time construction inspection or observation.

Construction surveying or surveying for as-built conditions.

Property Acquisition

Traffic Study

Bridge/Structural Design

Utility Relocation Plans

Appraisals -Negotiations & Acquisitions

**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 15, 2023
30% Plans	180 days after NTP
60% Plans	270 days after NTP
90% Plans	360 days after NTP
Bid Plans and Specifications	420 days after NTP

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 an amount not to exceed \$ 313,775.00 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 – Roadway / Street	\$148,700
Task 2 – Traffic	\$85,000
Task 3 – Bridge / Structural (Not Included)	\$0
Task 4 – Survey	\$38,275
Task 5 – Geotechnical Testing	\$ 12,500
Task 6 – Environmental Clearance (Public/Stakeholder Meetings)	\$15,000
Task 7 – Right-of-Way (By Amendment)	\$0
Task 8 – Utilities (Coordination)	\$3,800
Task 9 – Construction	\$10,500
Task 10 – Additional Items (Not Included)	\$0
TOTAL COMPENSATION	\$313,775

**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.