

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. OWNER intends to construct a new roadway widening and improvement project along the identified 24th Avenue Northeast corridor (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 _____, 2022.

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. 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 M. Miles, P.E.
Capital Projects Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Garver, LLC:
Bret Cabbiness, P.E.
Sr. Project Manager
1016 24th Avenue NW
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 Garver, LLC have executed this AGREEMENT.

DATED this ____ day of _____, 2022.

The City of Norman
(OWNER)

Signature _____

Name Larry Heikkila

Title Mayor

Date _____

Attest:

Deputy City Clerk

Garver, LLC

Signature 

Name J. Bret Cabiness, P.E.

Title Sr. Project Manager

Date 9/28/22

Attest:



Witness

Approved as to form and legality this ____ day of _____ 2022.

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 CONSULTANT is to provide SERVICES in connection with the development of roadway, traffic, and drainage design, Right-of-Way acquisition, utility coordination and relocations, bidding, and construction documents for the following improvements located within The City of Norman, Oklahoma:

1. Project Objective

Widen approximately one (1) mile of 24th Avenue Northeast from two (2) lanes to four (4) lanes with bicycle lanes and sidewalks from Rock Creek Road to Tecumseh Road. Inclusive with this project will be the improvements of the intersections of Rock Creek Road and Tecumseh Road.

2. Project Extents

The Beginning of Project (BOP) shall be approximately five hundred feet (500') south of the intersection of Rock Creek Road and 24th Avenue Northeast. The PROJECT shall extend north to approximately five hundred feet (500') north of the intersection of Tecumseh Road and 24th Avenue Northeast to the End of Project (EOP). An additional five hundred feet (500') on each of the four (4) remaining legs of both Rock Creek Road and Tecumseh Road intersections are included, bringing the approximate total length of the PROJECT to eight thousand two hundred eighty feet (8,280'), or about 1.57 miles.

3. Project Exceptions

There are no anticipated construction exceptions within the PROJECT extents.

4. Incidental Construction

The PROJECT shall include grading, drainage, cross drains, storm sewer and other drainage appurtenances, paving, striping, sidewalks, retaining walls, and any other ancillary construction as required to tie the proposed construction to adjacent improvements.

DESIGN SERVICES

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

1. Roadway / Street

The Roadway Engineering design and plan preparation will include all elements listed below and will conform to current FHWA, ODOT, and AASHTO standards, including:

- *An International Guide for Roadway Lighting, American Association of State Highway*

and Transportation Officials, (latest revision).

- *A Policy on Geometric Design of Highways and Streets*, American Association of State Highway and Transportation Officials, 2011 Edition.
- *Standard Specifications for Highway Construction, and Supplemental*, Oklahoma Department of Transportation, 2009.
- *Highway Capacity Manual*, Transportation Research Board, 2010 Edition.
- *Policy on Driveway Regulations for Oklahoma Highways*, Oklahoma Department of Transportation, 1996 Edition.
- *Roadside Design Guide*, American Association of State Highway and Transportation Officials, 2011 Edition.
- Oklahoma Administrative Code (OAC), Title 730.
- *Drainage Design Manual*, Oklahoma Department of Transportation, 2014 Edition.
- *Roadway Design Manual*, Oklahoma Department of Transportation, 1992 Edition.
- *Roadway Safety and Convenience Design Guide for Oklahoma Cities*, Oklahoma Department of Transportation, 1991 Edition.
- *Checklist for Local Government Urban Plans*, Oklahoma Department of Transportation, 2001 Edition.

a. Roadway Design

The design speed will be determined by consultation with City Traffic Engineer prior to the preparation of construction documents.

The roadway design shall include one typical pavement section: a 4-lane, asphaltic concrete pavement flanked by bicycle lanes, combined concrete curb & gutter, and concrete sidewalks. Paving recommendations are anticipated to require Portland cement concrete for the intersections and asphaltic concrete elsewhere.

Widened and reconstructed pavement shall be designed for a 30-year life. The pavement life shall assume normal routine maintenance and one major maintenance/restoration event approximately the 15th year of service as is ordinary for the type of pavement anticipated.

b. Intersection Design

The design shall include the widening and reconstruction of the Rock Creek Road and Tecumseh Road intersections with 24th Avenue Northeast. The intersections shall include standard stacking length and taper length for single turn lanes. The intersections will be lighted by standard streetlights on standard light poles.

c. Erosion Control

The design shall include erosion control and storm water management plan sheets.

d. Street / Roadway Drainage & Localized Hydraulics

The design shall include all associated drainage structures and accompanying design calculations.

e. Storm Sewer

The design shall include all associated drainage structures and accompanying design calculations.

f. ADA / Sidewalks / Crosswalks

The design of sidewalks and crosswalks shall be fully ADA compliant.

g. Bicycle Lanes

The design shall include two 5-foot, signed and striped bicycle lanes, one in each direction of travel, as the outermost pavement including the curb & gutter.

2. Traffic

The Traffic Engineering design and plan preparation will include all elements listed below and will conform to current FHWA, ODOT, and AASHTO standards, including:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, U.S. Department of Transportation, FHWA, 2009 Edition.
- *Standard Specifications for Highway Construction, and Supplemental*, Oklahoma Department of Transportation, 2009.
- *Highway Capacity Manual*, Transportation Research Board, 2010 Edition.
- *Policy on Driveway Regulations for Oklahoma Highways*, Oklahoma Department of Transportation, 1996 Edition.
- *Right-of-Way Specifications Manual for Preparation of Plans and Documents*, Oklahoma Department of Transportation, (latest revision).
- Oklahoma Administrative Code (OAC), Title 730.
- *Roadway Safety and Convenience Design Guide for Oklahoma Cities*, Oklahoma Department of Transportation, 1991 Edition.
- *Checklist for Local Government Urban Plans*, Oklahoma Department of Transportation, 2001 Edition.

a. Traffic Signing & Striping

b. Traffic Control

c. Traffic Signalization

The design will include signalization plans for both intersections.

d. Pedestrian Signalization

The design of pedestrian signalization shall be fully ADA compliant.

e. Traffic Study

A traffic study will be conducted, and results contained within the preliminary design report. The study will include traffic counts, traffic projections, and operational and geometric analysis, including crash data if available.

f. Traffic Counts / Projections

Traffic counts will be conducted and reported. Traffic projections will be performed and will consider any nearby large developments and anticipated nearby changes in roadway network diverting existing traffic volumes at the intersections.

3. Structural

The CONSULTANT shall document existing drainage characteristics in a drainage report indicating all existing drainage boundaries, areas, runoff coefficients, flow quantities, and flow velocities for all points of concentrated drainage entering and existing the existing and proposed PROJECT rights-of-way for each design storm event.

a. Retaining Wall Design

The design of any required retaining walls shall be included in the design.

b. Sign/Light Pole Foundation Design

c. Special Drainage Structures

d. Hydraulic Study

e. Permits

The CONSULTANT shall provide information for required permits to construct. No FEMA Conditional Letter of Map Revision (CLOMR), Letter of Map Revision (LOMR), or United States Army Corps of Engineers (COE) 404 Applications/Permits are anticipated for this PROJECT.

4. Survey

Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional Engineers and Land Surveyors. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

a. Topographic Survey

The CONSULTANT shall:

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

b. Utility Locates

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

c. Property / Right of Way

The CONSULTANT will prepare the Right-of-Way plans, legal descriptions, and instruments of conveyance for partial and total take parcels in accordance with the ODOT "Right-of-Way Specifications Manual and Associated Materials."

d. Landowner Notifications

e. Survey Data Sheets

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

5. Geotechnical Testing

The CONSULTANT shall provide standard geotechnical investigation sufficient to satisfy the PROJECT design requirements. The results will be provided in a written report including a site plan showing the location of each boring/sample, evaluation of each, recommended pavement designs (program printouts or workup), and recommended pavement sections including subgrade treatments. Geotechnical investigations shall be in accordance with AASHTO/ASTM procedures and include the following:

a. Roadway / Street Geotechnical

- i. Shoulder Soil Survey – approximately every 1000' take 36" deep sample (6 samples).
- ii. Pavement Core Soil Survey – approximately 6 locations take 36" deep sample.
- iii. Soil Classification for gradation and plasticity index (8 tests).
- iv. Liquid Limit and Moisture Content (24 tests).
- v. Three bucket samples from dominant soils evaluated for Resilient Modulus (4 tests).
- vi. Measurement of groundwater levels (if present) while boring and at the completion of each boring.
- vii. Standard Proctor Density and Optimum Moisture Content (4 tests).

b. Pavement / Subgrade Design

The CONSULTANT shall provide Pavement Design based on the criteria established by the OWNER. One (1) typical pavement section will be developed for 24th Avenue Northeast, a four-lane roadway with bicycle lanes, curbs, and sidewalks throughout the

PROJECT extents.

c. Retaining Wall Geotechnical

The report shall include retaining wall recommendations and analysis.

d. Sign/Light Pole Foundation Recommendation

The report shall include recommendations for sign/light pole foundations.

6. Environmental Clearance

a. NEPA Checklist

CONSULTANT responsibility for environmental clearance shall be limited to preparing/completing ODOT's National Environmental Policy Act (NEPA) Checklist Form in collaboration with OWNER. The NEPA clearance necessary to acquire right-of-way and construct the PROJECT shall be submitted and obtained by ODOT as is the ordinary practice for ACOG/ODOT/FHWA funded projects. Specifically, the CONSULTANT will perform the following tasks:

- Prepare the Adjacent Ownership List and prepare the notification mailout for right-of-entry for environmental clearance. Review & update as necessary.
- Coordinate with ODOT as necessary.

b. Public Meeting

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting Public Meeting(s) associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Conduct the required Public Meeting
- Prepare and publish the required Public Notice advertisement
- Prepare Power Point Presentation and submit to OWNER at least 10 days prior to public meeting and revise as requested
- 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 ODOT, City Council, and Politicians of Public Meeting schedule
- Take site pictures of PROJECT

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

The CONSULTANT will prepare the Right-of-Way plans, legal descriptions, and instruments of conveyance for partial and total take parcels in accordance with the ODOT "Right-of-Way Specifications Manual and Associated Materials."

a. R/W Acquisition Plans

b. R/W Acquisition Property Legal Descriptions

c. Ownership Information

Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

8. Utilities

The CONSULTANT will work with the OWNER's Utility Coordinator to ensure that all required

utility relocations are consistent with PROJECT requirements and performed in a timely manner.

- a. Utility Map (color-coded)**
Maintain a color “Utility Relocation Map” showing existing and relocated utilities.
- b. Utility Relocation Coordination**
Coordinate with each individual utility company. Be persistent in requesting timely relocation plans and relocation activities.
- c. Utility Meetings**
Conduct up to three (3) individual meetings with each utility company to verify existing utilities and relocation plans.
- d. Utility Relocation Plan Review**
Review utility relocation plans for compatibility with PROJECT design.
- e. Utility Relocation Design**
Utility Relocation Design of OWNER-owned utilities can be added via an amendment to this AGREEMENT. OWNER has water lines near the PROJECT area, but it is not known if their relocation will be required.

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. Bidding (Locally Funded Projects)**
CONSULTANT shall prepare and submit all required bid documents for approval by the OWNER. Once the documents and final opinion of probable construction cost are accepted by the OWNER, the CONSULTANT shall:
 - Attend the Pre-Bid Meeting and provide information to the OWNER as appropriate to clarify, correct, or change the bidding documents; the OWNER will submit any required Addenda.
 - Analyze and evaluate bids in order to make a written recommendation for award to the OWNER.
 - Provide information or assistance needed by the OWNER in the course of any negotiations with prospective contractors.
 - If bidding documents require, CONSULTANT shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by bidders.
- c. 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.

d. Construction Management / Testing

The CONSULTANT will provide an estimated cost of Construction Management and Testing at each submittal milestone.

e. Record Drawings

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

10. Additional Services

a. Public Meeting

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting Public Meeting(s) associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Conduct the required Public Meeting
- Prepare and publish the required Public Notice advertisement
- Prepare Power Point Presentation and submit to OWNER at least 10 days prior to public meeting and revise as requested
- 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 ODOT, City Council, and Politicians of Public Meeting schedule
- Take site pictures of PROJECT

b. Utility Locates

As unknown underground utility locates become critical to identify, a utility locate company will be contracted by the CONSULTANT to physically locate the utility by exposing the utility and measuring critical parameters. An estimate of twenty-five (25) locates under a variety of conditions was assumed for the purposes of determining the contract base budget. The OWNER will be invoiced on an "as used" basis at cost plus 15%.

c. Supplemental Survey Needs

The OWNER and the CONSULTANT will have several needs for additional survey services after the initial design survey is complete. The level of effort and costs required are unknown. An estimate of required man hours is included in the contract amount to be used "as needed" and/or "as requested." The anticipated items are listed below:

- i. Survey underground utility locates.
- ii. Survey previously unmarked utilities.
- iii. Survey additional development changes.

- iv. Stake existing Right-of-Way.
- v. Stake proposed Right-of-Way.
- vi. Additional legal descriptions and exhibits.
- vii. Other miscellaneous surveys required by the OWNER or the CONSULTANT.

The OWNER will be invoiced on an “as used” basis at Standard Rates plus 5%.

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/Final Plans Milestone Schedule

a. Plan Requirements

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

b. Preliminary (30%) Plans and Design Analysis

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

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

c. 60% Plans

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

(some items may not be applicable to every project):

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Plan and Profile Sheets
- Sign and Striping Sheets
- Signal Plans
- Demolition Sheets
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

d. 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

e. Final (90%) Plans

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

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets

- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

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

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

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

ADDITIONAL SERVICES NOT INCLUDED

- **Environmental Mitigation Plans (e.g., Wetlands, LUST, Hazmat, Section 404 Permitting).**
- **Full time construction inspection or observation.**
- **Construction surveying or surveying for as-built conditions.**
- **Property Acquisition.**
- **Appraisals -Negotiations & Acquisitions**
- **Utility Relocation Design of OWNER-owned Water Lines**
- **Utility Relocation Design of OWNER-owned Sanitary Sewer**

**ATTACHMENT B
PROJECT SCHEDULE**

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

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

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	Oct 2022
Pavement Design Report	Dec 2022
Preliminary Design and Report	Mar 2023
65% Plan-in-Hand (R/W & Utility Submittal)	May 2023
ROW Acquisition Documents Final	Jun 2023
Final Plans 95% - Not Bid Set	Jul 2023
Plans, Specifications and Estimate (P,S,& E) Submission	Sep 2023

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

Dates indicated are dependent upon timely review by the OWNER, environmental clearance, Right-of-Way acquisitions, utility relocations and other factors beyond direct control of the CONSULTANT.

End of Attachment B.

ATTACHMENT C COMPENSATION

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

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$699,950.00 unless changed or modified by a mutually executed contact 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:

Project Design Fees	
Task 1A ~ Design Survey	\$ 68,400.00
Task 1B ~ Geotechnical Investigation & Pavement Design	\$ 22,935.00
Task 2 ~ Additional Design Services	\$ 13,554.00
Task 3A ~ Traffic Engineering	\$ 73,424.00
Task 3B ~ Preliminary Design & Report (35% Completion)	\$ 183,342.00
Task 3C ~ Right-of-Way Plans (65% Completion)	\$ 175,312.00
Task 3D ~ Final Plans, Specifications, & Estimate (PS&E, 100% Completion)	\$ 96,982.00
Task 4 ~ Environmental Clearance Support	\$ 14,915.00
Task 5 ~ Right-of-Way Acquisition Support	\$ 16,664.00
Task 6 ~ Utility Relocation Coordination	\$ 15,620.00
Task 7 ~ Construction Services	\$ 18,802.00
Total Design Fees	\$699,950.00

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

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

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

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

OWNER'S RESPONSIBILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to the SERVICES including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The OWNER shall examine all studies, reports, sketches, estimates 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 the SERVICES of the CONSULTANT.
4. The 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 the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall furnish legal assistance as required in the preparation, review and approval of construction documents.
6. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER.