

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. OWNER intends to construct the Jenkins Widening Bond Project from Imhoff Road to Lindsey Street (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be ___th day of _____, 201__.

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:

Tim Miles, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Freese and Nichols:

Tricia H. Hatley, P.E.
Vice President
6303 N. Portland Avenue, Suite 100
Oklahoma City, OK 73112

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 Freese and Nichols have executed this Agreement.

DATED this __th day of _____, 201__.

The City of Norman
(OWNER)

Signature _____

Name Breea Clark

Title Mayor

Date _____

Attest:

City Clerk

Freese and Nichols, Inc.

Signature _____

Name TRICIA H. HATLEY, PE

Title VICE PRESIDENT

Date 11-7-19

Attest:

Secretary Associate

Approved as to form and legality this 19 day of November 2019.

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

Jenkins Avenue is an existing 4-lane divided roadway from Imhoff Road to Constitution Street and a 2-lane roadway north of Constitution Street to south of Lindsey Street. This scope of work is to improve Jenkins from Imhoff Road to Lindsey Street. The desired typical section is a divided 4-lane section with a landscaped median. Exceptions are in the residential area where left turns need to be maintained and possibly if the footprint becomes too wide and unnecessarily impacts the surrounding area. Lane width are anticipated to be between 11 and 12 feet wide with the median between 12 and 15 feet wide. A 10-foot multimodal path is anticipated to be perpetuated on the east side and a 5' sidewalk on the west. However, this will need to be further evaluated and coordinated with OU since they have expressed an interest in a 10-foot multimodal path on the west, depending on the impacts. The project will include a drainage analysis to evaluate options for an improved storm drain system including evaluation of green infrastructure or LID applications. An extensive traffic analysis will be performed to evaluate intersection options and to optimize the roadway capacity while minimizing construction and R/W impacts. The scope of work will include topographic survey, identification of existing R/W and preparation of R/W documents. Geotechnical analysis will be performed to facilitate pavement design. Utility coordination will include communication with utility companies and the University of Oklahoma as well as the city's utility department. Design of 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

Jenkins Avenue will be redesigned to a 4-lane divided section with a landscaped median. An undivided 4-lane section will be evaluated and utilized in areas with insufficient right-of-way. Based on the recommendations as defined in the Traffic Study portion of this contract, intersection design shall consist of realignment and provisions for turn lanes at the intersection with Timberdell Road and the intersection with Stinson Street. Constitution Street and Imhoff Road will be realigned to form one intersection along Jenkins as determined by the findings of the Traffic study.

The project will include drainage analysis to evaluate options for an improved storm drain system including evaluation of green infrastructure or Low Impact Development (LID) applications. LID calculations and recommendations will be based on the City of Norman's adopted guidelines (City of Wichita, Kansas standards for water quality). Drainage areas will be delineated utilizing available CITY provided contour and zoning data for the area and as built plans. Storm drainage infrastructure will be designed to meet current City of

Norman criteria. Hydraulic modeling is not anticipated to be needed as part of this contract as there are no major cross drainage structures along the corridor. If determined to be needed, this can be added through amendment.

Multimodal paths and/or sidewalk combination will parallel Jenkins Avenue. These pedestrian and multimodal facilities will be designed to meet the most current version of the ADA guidelines.

Landscaping will be designed for placement in the median sections of roadway and/or roundabouts where feasible and will accommodate planting areas for turf and street trees. If LID is determined feasible, plantings in those areas will be based on City of Norman guidelines and geared towards low maintenance native plantings. Non-LID areas will be designed to include irrigation meeting City of Norman criteria and standards.

2. Traffic

At the onset of the project, a traffic study will be conducted for the Jenkins Avenue corridor to evaluate key intersections within the project limits and will include data collection and development of design hour volumes. Traffic data will be collected at key locations along the corridor and will include: 8-peak hour turning movement counts, 2-13 hour turning movement counts, and 4-24 hour bi-directional classification tube counts. To develop design hour volumes for analysis of the AM and PM peak hours, the CONSULTANT will assist the CITY in coordinating with ACOG to acquire the mobility model derived volumes. These volumes will be compared to historic growth trends and evaluated for adjustment with the final determination of analysis volumes coming from the CITY.

This study will be utilized to provide recommendations for up to two (2) alternative intersection configurations at the newly realigned Imhoff Road and Constitution Street connection as well as the recommended configuration for Constitution Street and Lawrence Avenue. The traffic study will also evaluate approach configurations for Timberdell Road and Stinson Street, and determine feasibility for left turn bay provisions at the minor intersection of 4th Street.

Upon completion and approval of the traffic study recommendations, the chosen design alternatives will be carried into plan development. Traffic Signal design will be provided for modifications to the existing signal at Stinson St to facilitate the new roadway geometry and intersection recommendations as stated in the traffic study. A new actuated traffic signal will be designed at the intersection of Timberdell Road and Jenkins Avenue. Both traffic signals will be designed to facilitate pedestrian movements. 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. It is assumed that temporary signalization will not be needed as part of the traffic control plan with intersection construction being handled through stop control but can be added through amendment.

3. Bridge / Structural

Storm sewer design will be evaluated and any potential need for special drainage structures, such as junction boxes, will be assessed. It is assumed that no bridge/structural

items will be needed as part of this contract but can be added through amendment as needed.

4. Survey

Topographic survey will be provided along the corridor for 60-feet either side of centerline from the north side of Lindsey St to approximately 650-feet south of Imhoff Road and will include approximately 700-feet east and west of Jenkins along Timberdell Road. A 650-foot by 450-foot area on the north side of Imhoff Road and a 1,000-foot by 540-foot area along the south side of Constitution Street will be included to accommodate the potential realignment of the Imhoff and Constitution intersection. Survey will also include approximately 1,375-feet along Constitution Street, see the attached survey exhibit.

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 University of Oklahoma, and 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 in preparation for generation of exhibits/legal descriptions required for obtaining new rights-of-way/easements along the surveyed corridor.

Landowner notifications, right-of-way acquisition services and survey data sheets are not provided as part of this contract but can be added through amendment as needed.

5. Geotechnical Testing

Roadway geotechnical investigation will include twelve (12) borings to be drilled on alternating sides of the roadway. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes. DCP testing will also be performed in the borings. 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, two (2) Standard Proctor and 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 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 ODOT, City Council, and Politicians 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 (2 Council and 2 with the University of Oklahoma) 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)

The CONSULTANT will prepare up to thirty-six (36) exhibits/legal descriptions required for obtaining new rights-of-way/easements along the surveyed corridor. It is anticipated that separate R/W plans, R/W Staking, and acquisition assistance is not included as part of this contract but can be added through amendment.

8. Utilities

The CONSULTANT will provide subsurface utility engineering along the corridor at varying levels, to be determined after the Preliminary (30%) Plan and Design Analysis milestone by the CONSULTANT in coordination with the CITY. The level, location, and requirements of the SUE will be evaluated for spot or segment wide investigations at that time and through coordination with the CITY.

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 University of Oklahoma as well as the City's utility department.

Design of relocations is not included in this scope of work.

9. Construction

a. Bidding

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:

- Distribute plans and bid documents to contractors
- 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.

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 held since this project is time sensitive.

DESIGN CRITERIA

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

DELIVERABLES

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

1. Design Plans – 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 (30%) Plans and Design Analysis

The 30% Preliminary Design Submittal 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
- R/W Map
- Drainage Area Map
- Roadway Plan and Profile Sheets
- ~~Preliminary Bridge General Plan and Elevation~~
- Preliminary Estimate of Earthwork (shown in OPCC)
- ~~Survey Data Sheets including Utility Data Sheets~~
- Opinion of Probable Construction Cost
- Updated Design Schedule

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

- Existing Conditions (Typical Sections, Drainage, Right-of-Way)
- Proposed Conditions (Typical Sections, Drainage, Right-of-Way)
- Concrete & Asphalt Pavement Design
- Traffic Study

c. 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
- R/W Map

- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Drain Plan and Profile Sheets
- Storm Water Management Plan
- Roadway Plan and Profile Sheets
- Roundabout Alignments
- Roundabout Profiles
- ~~Final Bridge General Plan and Elevation~~
- ~~Sign and Striping Sheets~~
- Traffic Signal Layout Plans
- Landscaping Layout sheet
- Irrigation Layout sheet
- Demolition Sheets
- Estimate of Earthwork (shown on cross-section sheets)
- ~~Survey Data Sheets including Utility Data Sheets~~
- ~~404 Worksheets~~
- Existing Utility Sheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine R/W requirements)
- Opinion of Probable Construction Cost
- Updated Design Schedule

At 60% Plans, Roundabout analysis sheets detailing Fastest Path calculations, Stopping Sight Distance, Truck turning movements, and required Intersection Sight Distance will be provided. These sheets are for documentation purposes and will not be included in the final Bid plans.

d. ~~Right-of-Way Documents~~

- ~~65% ODOT Plans Checklist~~
- ~~Title Sheet~~
- ~~Typical Section/Detail Sheet~~
- ~~Plan and Profile Sheets~~
- ~~Survey Data Sheets including Utility Data Sheets~~
- ~~Preliminary Cross Sections~~
- ~~Right-of-Way and Utility Affidavit (if no right-of-way is needed and utilities do not need to be relocated or have been cleared)~~
- ~~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:

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- R/W Map
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Drain Plan and Profile Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Roundabout Alignments
- Roundabout Profiles
- Roundabout Grading Plan
- Roundabout Jointing Plan
- ~~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 (shown on cross-section sheets)
- ~~Survey Data Sheets including Utility Data Sheets~~
- ~~404 Worksheets~~
- Existing Utility Sheets
- Final Cross Sections
- Detail Sheets
- ~~Environmental Mitigation Notes~~
- Sequence of Construction & Traffic Control Plans
- Bid Documents – Draft
- 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:

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet

- R/W Map
- Drainage Area Map
- Drainage Design Details and Calculation Tables
- Storm Drain Plan and Profile Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Roundabout Alignments
- Roundabout Profiles
- Roundabout Grading Plan
- Roundabout Jointing Plan
- ~~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 (shown on cross-section sheets)
- ~~Survey Data Sheets including Utility Data Sheets~~
- ~~404 Worksheets~~
- Existing Utility Sheets
- 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 Construction Cost
- Bid Documents and/or Documentation as required by OWNER or bidding agency
- Final Design Calculations shall be made available upon request

2. Design Plans — 50/90 Milestone Schedule

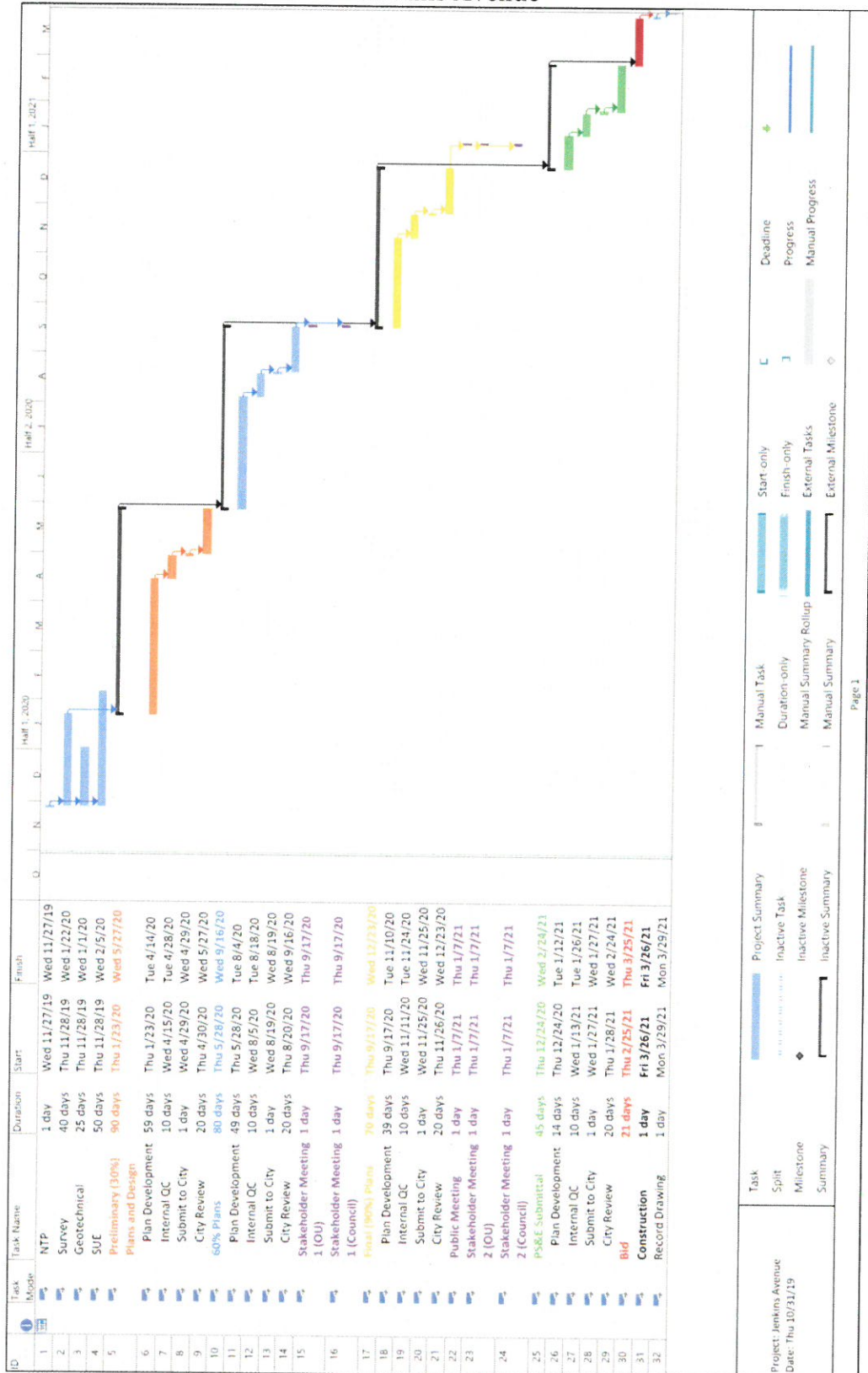
ADDITIONAL SERVICES NOT INCLUDED

1. Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting, etc.
2. Full time construction inspection or observation
3. Construction surveying or surveying for as-built conditions

4. Property Acquisition
5. Appraisals - Negotiations & Acquisitions
6. GIS mapping services or assistance with these services
7. Providing renderings, model, and mock-ups
8. Revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of the CONSULTANT.
9. Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract Documents through modification of the electronic files and reprinting of the plans and specifications inclusive of the incorporated changes.
10. Assisting Client 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).
11. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
12. 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.
13. Services required to resolve bid protests or to rebid the projects for any reason other than Errors or Omissions of the CONSULTANT.
14. Visits to the site in excess of the number of trips included in the above scope document for periodic site visits, coordination meetings, or contract completion activities.
15. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
16. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
17. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
18. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
19. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

Attachment B, Schedule

Jenkins Avenue



Note: R/W and Easement Documents are anticipated to be completed by July 1, 2020.

Attachment C, Fee Schedule

Jenkins Avenue

FEE SCHEDULE SUMMARY

JENKINS AVENUE

BASIC SERVICES (LS)

Task 1: Preliminary (30%) Plans and Design Analysis	\$	204,270
Task 2: 60% Plans	\$	194,890
Task 3: Final (90%) Plans	\$	170,060
Task 4: PS&E Submittal	\$	77,750
Task 5: Public/Stakeholder Involvement	\$	32,375
Task 6: Construction/Bid/Record Drawing Phase	\$	39,130

BASIC SERVICES (LUMP SUM) \$ 718,475

SPECIAL SERVICES (CPM)

Task 7: Survey	\$	52,230
Task 8: R/W Document	\$	10,560
Task 9: Geotechnical	\$	10,740
Task 10: SUE	\$	35,000

SPECIAL SERVICES (CPM) \$ 108,530

PROJECT TOTAL \$ 827,005

COMPENSATION

Compensation to FNI for the Basic Services described in Attachment C shall be the lump sum of Seven Hundred Eighteen Thousand Four Hundred Seventy Five Dollars (\$718,475). Compensation to FNI for Special Services in Attachment C shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred Eight Thousand Five Hundred Thirty Dollars (\$108,530). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment C, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	71	129
Professional 2	95	176
Professional 3	120	196
Professional 4	134	211
Professional 5	160	267
Professional 6	168	344
Construction Manager 1	87	157
Construction Manager 2	96	164
Construction Manager 3	132	181
Construction Manager 4	166	245
CAD Technician/Designer 1	59	112
CAD Technician/Designer 2	85	133
CAD Technician/Designer 3	111	178
Corporate Project Support 1	43	109
Corporate Project Support 2	64	147
Corporate Project Support 3	84	230
Intern / Coop	37	73

Rates for In-House Services

Technology Charge

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2019.

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**Attachment D, Owners Responsibilities
Jenkins Avenue**

As the OWNER will serve as a conduit for information, the OWNER shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant planning studies by Norman area agencies. If data is required from other public agencies, the OWNER will assist in making requests for such data.

The OWNER shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public meeting notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies such as ACOG (if necessary) for data and/or assistance, as may be appropriate and relevant to travel forecasts, modeling files, or other data.
- E. Provide CONSULTANT with current base mapping of City and extra-territorial jurisdictions in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- F. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- G. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- H. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
- I. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- J. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- K. Bear all costs incident to compliance with the requirements of this Attachment D.
- L. Notify CONSULTANT in writing of the request to perform additional and/or "optional" services at the added cost to the overall contract.