

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and White Hawk Engineering & Design, LLC (CONSULTANT) for the following reasons:

1. OWNER intends to reconstruct waterline along Rock Creek Road from 12th Avenue NW to Trailwood Drive (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 _____, 2016.

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 agrees to defend, indemnify, and hold harmless the OWNER, 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 CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, 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 OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. 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 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:

Michael D. Rayburn, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT:

WHITE HAWK ENGINEERING & DESIGN, LLC
Kimberly D. Brooks, P.E.
President
2204 S. Eastern Avenue
Moore, OK 73160

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 White Hawk Engineering & Design, LLC have executed this Agreement.

DATED this ____ th day of _____, 2016.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

White Hawk Engineering & Design, LLC
(CONSULTANT)

Signature Kimberly D. Brooks

Name Kimberly D. Brooks

Title President

Date September 7, 2016

Attest:

Holly Amy
Secretary

Approved as to form and legality this ____ day of _____ 2016.

City Attorney

Contract K-1516-7
Amendment No. 1
Scope of Services
Rock Creek Road Waterline Improvements

The scope of services for this project shall include engineering construction plans for the reconstruction of the waterline along the south side of Rock Creek Road from Flood Avenue to east of Trailwood Drive. The project will replace the existing 12" water main with a 16" water main including connections to existing lines at Trailwood, the adjacent lumber business, and 12th Avenue NW / Industrial. Additionally, a new line will be extended across the railroad right-of-way to connect to the existing waterline that generally parallels Flood Avenue. The proposed waterline is estimated to be approximately 2400 linear feet in length, and will be located behind the new curb along the south side of Rock Creek Road.

Some reconnaissance work has been performed in conjunction with the Rock Creek Road Widening project, and the waterline design will utilize the applicable information that is available.

TASK 1. DESIGN MANAGEMENT

1.1 Communications and Reporting

- Conduct and document project coordination and review meetings (up to two (2) meetings) with City Project Manager.
- Prepare and submit invoices and progress reports.

1.2 Quality Control and Quality Assurance

- Perform quality control reviews of each deliverable including:
 - 60% Design
 - 90% Design
 - 100% Design

1.3 Permitting

- Prepare plan and profile sheet for use in acquiring railroad permit. City to submit and secure permit.
- Prepare DEQ permit. City to submit and secure permit.

TASK 2. PLANNING AND PRE-DESIGN ACTIVITIES

2.1 Supplemental Field Survey

- Perform limited supplemental topographic design survey using established horizontal and vertical control.

2.2 Utility Research and Coordination

- Obtain as-built plans for existing north-south lines at Trailwood, the adjacent lumber business, and 12th Avenue NW / Industrial.
- Identify potential utility conflicts.
- Perform up to five (5) utility locates.
- Attend one-on-one utility meetings to coordinate relocations (assume two (2) meetings).

TASK 3. 60% DESIGN

3.1 60% Design

Plans shall include:

- Title Sheet / Index of Sheets / Anticipated Standards
- Survey Data Sheets / Utility Data Sheets
- Preliminary Waterline Plan and Profile sheets
- Traffic Control and Construction Sequencing
- Erosion Control and Stormwater Management Plan
- Estimate of probable construction cost

3.2 60% Meeting

City will review the 60% plans and provide review comments to the Consultant. Consultant shall attend a Plan Review Meeting to discuss comments. Consultant shall prepare meeting minutes.

Task 4. FINAL DESIGN

4.1 Final Design

Upon completion and review of the 60% design by the City, the Consultant shall prepare final design plans. Plans shall include:

- Title Sheet / Index of Sheets / Anticipated Standards
- Utility General Notes
- Survey Data Sheets / Utility Data Sheets
- Final Waterline Plan and Profile sheets
- Design Details
- Traffic Control and Construction Sequencing
- Erosion Control and Stormwater Management Plan
- Estimate of probable construction cost

4.2 Final Review Meeting

City will review the 90% plans and provide review comments to the Consultant. Consultant shall attend a Plan Review Meeting to discuss comments. Consultant shall prepare meeting minutes and make final revisions to plans per City comments.

Task 5. ROW AND EASEMENT PREPARATION

- Prepare survey documents to be used to obtain ROW / easements required to construct the project, specifically on the west end for the connection to the existing line along Flood Avenue. Two (2) ROW / easement documents are assumed.

Task 6. BIDDING SERVICES

- Attend Pre-Bid Meeting administered by City.
- Prepare necessary addenda.

Task 7. CONSTRUCTION SERVICES

- Attend Pre-Construction Meeting administered by City.
- Respond to Requests for Information (RFIs).
- Review contractor submittals (shop drawings) for compliance.
- Record drawings shall consist of electronic files in a format that is importable into City GIS System.

ASSUMPTIONS

- 5 half size sets of the 90% design plans.
- 10 half size sets of the 100% design plans.

Contract K-1516-7
Amendment No. 1
Schedule
Rock Creek Road Waterline Improvements

- Final plans are anticipated by October 15, 2016.
- Bid and Pre-Work Conference are anticipated by December 15, 2016.
- Anticipated construction completion by February 28, 2017 .

**Amendment No. 1
City of Norman
Rock Creek Road Waterline - 12th Avenue NW to Trailwood Driv**

Tasks	LABOR											EXPENSE				TOTAL COSTS		
	Project Manager		Project Engineer		Engineering Intern		CADD Technician		Clerical		Labor		Expense					
	Hours	\$175.00	Hours	\$150.00	Hours	\$95.00	Hours	\$75.00	Hours	\$60.00	Hours	Subtotal	Item	Unit	\$		Subtotal	
1. DESIGN MANAGEMENT																		
1.1. Communication & Reporting																		
Coordination Meetings with City (assume 2)	4	700.00	4	600.00		0.00		0.00		0.00	8	1,300.00	mileage	36	0.575	20.70	1,320.70	
Prepare Invoice and Progress Reports	4	700.00		0.00		0.00		0.00	4	240.00	8	940.00					940.00	
1.2. Quality Control & Quality Assurance																		
60% Design Quality Review	6	1,050.00	4	600.00		0.00	4	300.00		0.00	14	1,950.00					1,950.00	
100% Design Quality Review	5	1,050.00	4	600.00		0.00	4	300.00		0.00	14	1,950.00					1,950.00	
1.3. Permits																		
Railroad	2	350.00		0.00		0.00		0.00		0.00		350.00					350.00	
ODEQ	2	350.00		0.00		0.00		0.00		0.00		350.00					350.00	
Subtotal	24	3,500.00	12	1,800.00	0	0.00	8.00	600.00	4	240.00	44	6,840.00					20.70	6,860.70
2. PLANNING & PRE-DESIGN ACTIVITIES																		
2.1. Supplemental Field Survey																		
Field Survey		0.00		0.00		0.00		0.00		0.00	0	1,500.00	mileage	18	0.575	10.35	1,510.35	
2.2. Utility Research and Coordination																		
Obtain As-Built Plans	1	175.00		0.00		0.00		0.00		0.00	1	175.00					175.00	
Identify Potential Utility Conflicts		0.00	4	600.00		0.00		0.00		0.00	4	600.00					600.00	
Perform 5 locates		0.00		0.00		0.00		0.00		0.00		2,500.00					2,500.00	
Utility Meetings (Assume 2)	2	350.00	2	300.00		0.00		0.00		0.00		650.00	mileage	36	0.575	20.70	670.70	
Subtotal	3	525	6	900	0	0	0	0	0	0	5	5,425.00					31.05	5,456.05
3. 60% DESIGN																		
3.1. 60% Design																		
Title Sheet / Index Sheets / Anticipated Standards		0.00	1	150.00		0.00	2	150.00		0.00	3	300.00	plotting	5	0.17	0.85	300.85	
Survey Data & Utility Data Sheets		0.00		0.00		0.00	1	75.00		0.00	1	75.00	plotting	25	0.17	4.25	79.25	
Preliminary Waterline Plan/Profile Sheets		0.00	8	1,200.00	8	760.00	16	1,200.00		0.00	32	3,160.00	plotting	25	0.17	4.25	3,164.25	
Traffic Control and Construction Sequencing		0.00	4	600.00	4	380.00	8	600.00		0.00	16	1,580.00	plotting	10	0.17	1.70	1,581.70	
Erosion Control and Stormwater Management		0.00	2	300.00	2	190.00	4	300.00		0.00	8	790.00	plotting	10	0.17	1.70	791.70	
Estimate of Construction Cost		0.00	2	300.00		0.00		0.00		0.00	2	300.00	plotting	5	0.17	0.85	300.85	
3.2. 60% Review Meeting	3	525.00	2	300.00		0.00		0.00		0.00	5	825.00	mileage	18	0.575	10.35	835.35	
Subtotal	3	525	19	2850	14	1330	31	2325	0	0	67	7,030.00					23.95	7,053.95
4. FINAL DESIGN																		
Final Design																		
Title Sheet / Index Sheets / Anticipated Standards		0.00	1	150.00		0.00	2	150.00		0.00	3	300.00	plotting	5	0.17	0.85	300.85	
Utility General Notes		0.00	2	300.00		0.00	2	150.00		0.00	4	450.00	plotting	5	0.17	0.85	450.85	
Survey Data & Utility Data Sheets		0.00		0.00		0.00	1	75.00		0.00	1	75.00	plotting	25	0.17	4.25	79.25	
Preliminary Waterline Plan/Profile Sheets		0.00	6	900.00	6	570.00	12	900.00		0.00	24	2,370.00	plotting	25	0.17	4.25	2,374.25	
Design Details		0.00	4	600.00		0.00	8	600.00		0.00	12	1,200.00	plotting	25	0.17	4.25	1,204.25	
Traffic Control and Construction Sequencing		0.00	2	300.00		0.00	4	300.00		0.00	6	600.00	plotting	10	0.17	1.70	601.70	
Erosion Control and Stormwater Management		0.00	1	150.00		0.00	2	150.00		0.00	3	300.00	plotting	10	0.17	1.70	301.70	
Estimate of Construction Cost		0.00	2	300.00		0.00		0.00		0.00	2	300.00	plotting	5	0.17	0.85	300.85	
4.2. Final Review Meeting	6	1,050.00	8	1,200.00	8	760.00	8	600.00		0.00	30	3,610.00	mileage	18	0.575	10.35	3,620.35	
Subtotal	6	1050	26	3900	14	1330	39	2925	0	0	85	9,205.00					29.05	9,234.05
6. ROW AND EASEMENT PREPARATION																		
Prepare Survey Documents for Acquisition												1,500.00						1,500.00
Subtotal	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	1,500.00					0.00	1,500.00
7. BIDDING SERVICES																		
Attend Pre-Bid Meeting	2	350.00	2	300.00		0.00		0.00		0.00	4	650.00	mileage	18	0.575	10.35	660.35	
Prepare Necessary Addenda		0.00	2	300.00		0.00	4	300.00		0.00	6	600.00					600.00	
Subtotal	2.00	350.00	4.00	600.00	0.00	0.00	4.00	300.00	0.00	0.00	10.00	1,250.00					0.00	1,260.35
8. CONSTRUCTION SERVICES																		
Attend Pre-Construction Meeting	2	350.00	2	300.00		0.00		0.00		0.00	4	650.00	mileage	18	0.575	10.35	660.35	
Respond to Requests for Information	2	350.00	2	300.00	2	190.00		0.00		0.00	6	840.00					840.00	
Review Contractor Submittals		0.00	4	600.00		0.00		0.00		0.00	4	600.00					600.00	
Prepare Record Drawings	1	175.00	2	300.00		0.00	4	300.00		0.00	7	775.00	plotting	1	48.00	48.00	823.00	
Subtotal	5	525.00	10	1,200.00	2	190.00	4	300.00	0	0.00	21	2865					48.00	2,923.35
TOTAL	43		77		30		86		4		232						152.75	34,288.45

Contract K-1516-7
Amendment No. 1
Owner Responsibilities
Rock Creek Road Waterline Improvements

Services to be Provided by the City / ODOT

- The City shall provide, or make available, all information pertaining to the proposed project including applicable studies, data, city policies and ordinances, and other relevant studies by Norman area agencies. If data is required from other public agencies such as ACOG, the City will assist in making requests for such data as travel forecasts, modeling files, or other information.
- The City shall review and provide comment on Consultant submittals.
- The City shall provide current base mapping in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- City shall administer the construction engineering and inspection services.
- The City shall provide property appraisals and property owner negotiations and secure required acquisitions of ROW and easements.
- The City shall initiate, review, and execute utility agreements.
- The City shall prepare one (1) railroad permit and perform coordination with BNSF Railway for approval. The permit will be to construct the waterline in the south ROW of the railroad. No railroad coordination or permitting is included in this scope of services.