

**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 Constitution 2019 Bond Project from Jenkins Avenue to Classen Boulevard (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 \_\_\_\_\_, 202\_\_.

**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 \_\_\_\_\_, 202\_.

The City of Norman  
(OWNER)

Freese and Nichols, Inc.

Signature \_\_\_\_\_

Signature *Tricia H. Hatley*

Name BREEA CLARK

Name TRICIA H. HATLEY, PE

Title MAYOR

Title VICE PRESIDENT

Date \_\_\_\_\_

Date 1-7-20

Attest:

Attest:

\_\_\_\_\_  
City Clerk

*BSL Huff*  
~~Secretary~~ ASSOCIATE

Approved as to form and legality this 24 day of January 2020.

*[Signature]*  
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**

Constitution Street is an existing 2-lane undivided roadway from Jenkins Avenue to Oak Tree Avenue and a 4-lane roadway east of Oak Tree Avenue to Classen Boulevard. This scope of work is to improve Constitution from the Jenkins realignment to Ryan Avenue and from 275 feet west of Oak Tree through the intersection with Oak Tree. Improvements from Ryan Avenue east to Oak Tree are to include placement of a sidewalk along the south side of the roadway, which will require a retaining wall where it parallels the existing creek channel. The desired typical section is an undivided 3-lane roadway with one lane each direction and a 12-foot two-way left turn lane. The project will include a drainage analysis to evaluate options for an improved storm drain system. 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 thickness and retaining wall 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**

Constitution Street will be redesigned to a 3-lane undivided section with a 12-foot travel lane in each direction and a 12-foot two-way left turn lane down the middle. Improvements will be made to Constitution Street on the west side of Oak Tree to add curb and gutter as needed to complete the section. The proposed roadway improvements are anticipated to tie-in to the west side of the Oak Tree intersection.

The project will include drainage analysis to evaluate options for an improved storm drain system. 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 being impacted along the corridor. If determined to be needed, this can be added through amendment.

A Multimodal path is currently under design (separate contract) along the north side of Constitution Street. Sidewalk will be placed throughout this project, along the south side of the proposed roadway, from Jenkins to west of Classen and coordinated with the Multimodal path project. This will include an ADA compliant RR crossing along the south side of Constitution Street. These pedestrian and multimodal facilities will be designed to meet the most current version of the ADA guidelines.



Landscaping will only be used as-needed to replace existing elements impacted by this project, including turf and street trees. Irrigation is not anticipated to be needed but can be added through amendment as-needed.

**2. Traffic**

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

Phased traffic control will be designed to facilitate construction to allow two-way traffic through the duration of construction. It is assumed that intersection construction will be handled through stop control.

**3. Structural**

Storm sewer design will be evaluated and any potential need for special drainage structures, such as junction boxes, will be assessed and the OWNER notified. At this time, it is not anticipated that special structures will be needed but can be added through amendment as-needed. Retaining walls and handrails will be designed to facilitate the addition of sidewalk along the south side of Constitution Street between the two bridge structures.

**4. Survey**

Topographic survey will be provided along the corridor for 50-feet either side of centerline from Preble Avenue east to Classen Boulevard. This survey will tie to the survey data collected with the Jenkins Avenue project. 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 Exploration**

Roadway geotechnical investigation will include eight (8) 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.

Geotechnical investigations for a retaining wall along the south side of the roadway will include two (2) standard penetration testing (SPT) borings and one (1) dilatometer testing (DMT) sounding. The wall borings are estimated to be advanced to depths of 25 feet with the DMT soundings advanced to refusal. Global stability analysis will be performed and bearing capacity and sliding resistance recommendations will be provided for the proposed retaining wall design.

A geotechnical report will be provided to summarize the results of the field exploration, laboratory testing, engineering analysis, and recommendations for both the pavement reconstruction and retaining wall.

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

## **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 1 Public Meeting associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Assist the City in conducting a Public Meeting
- Prepare and assist the OWNER in publishing the required Public Notice advertisement
- 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

**c. 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 five (5) exhibits/legal descriptions required for obtaining new rights-of-way/easements along the surveyed corridor. The CONSULTANT will perform one (1) site visit to flag the existing R/W and proposed easements (up to 15 tracts) for owner/appraiser use during acquisition. It is anticipated that separate R/W plans (outside of the 65% submittal) 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 from Preble Avenue to the west side of the westernmost bridge at two levels: Level B and Level A. Level B SUE will be provided along the corridor to locate all identified utilities with their horizontal placement. The CONSULTANT will provide 1-Level A potholes to be used at the discretion of the CONSULTANT upon approval of 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**

The CONSULTANT will serve the OWNER in a support role during the bidding / award process. CONSULTANT shall (at a minimum) submit all construction documents and plans required by ODOT in the desired format and in conformance with ODOT's standard submittal procedure. Additionally, the CONSULTANT shall attend the Pre-Bid Conference and answer questions from possible contractors,

including the development of written responses to the questions received and review of the meeting minutes produced by ODOT.

**b. Construction Support**

CONSULTANT shall attend a Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled monthly progress meetings as requested (up to 8 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 and ProjectWise.

**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
- Preliminary Geotechnical Exploration Report

**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
- ~~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

- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine R/W requirements)
- Opinion of Probable Construction Cost
- Updated Design Schedule

**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
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- Landscaping Layout Sheet
- Landscaping 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 (as-needed)
- 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:

- 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
- ~~Final Bridge General Plan and Elevation~~
- Signing and Striping Sheets
- Landscaping Layout Sheet
- Landscaping 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 (as-needed)
- Sequence of Construction & Traffic Control Plans
- ~~NOI Form (if applicable)~~
- Special Provisions Form
- ~~ROW and Utilities Affidavit~~
- Final Opinion of Probable Construction Cost (including .EST file)
- Bid Documents and/or Documentation as required by OWNER or bidding agency
- Final Geotechnical Exploration Report
- Final Design Calculations shall be made available upon request

**2. Design Plans – 50/90 Milestone Schedule**

**ADDITIONAL SERVICES NOT INCLUDED**

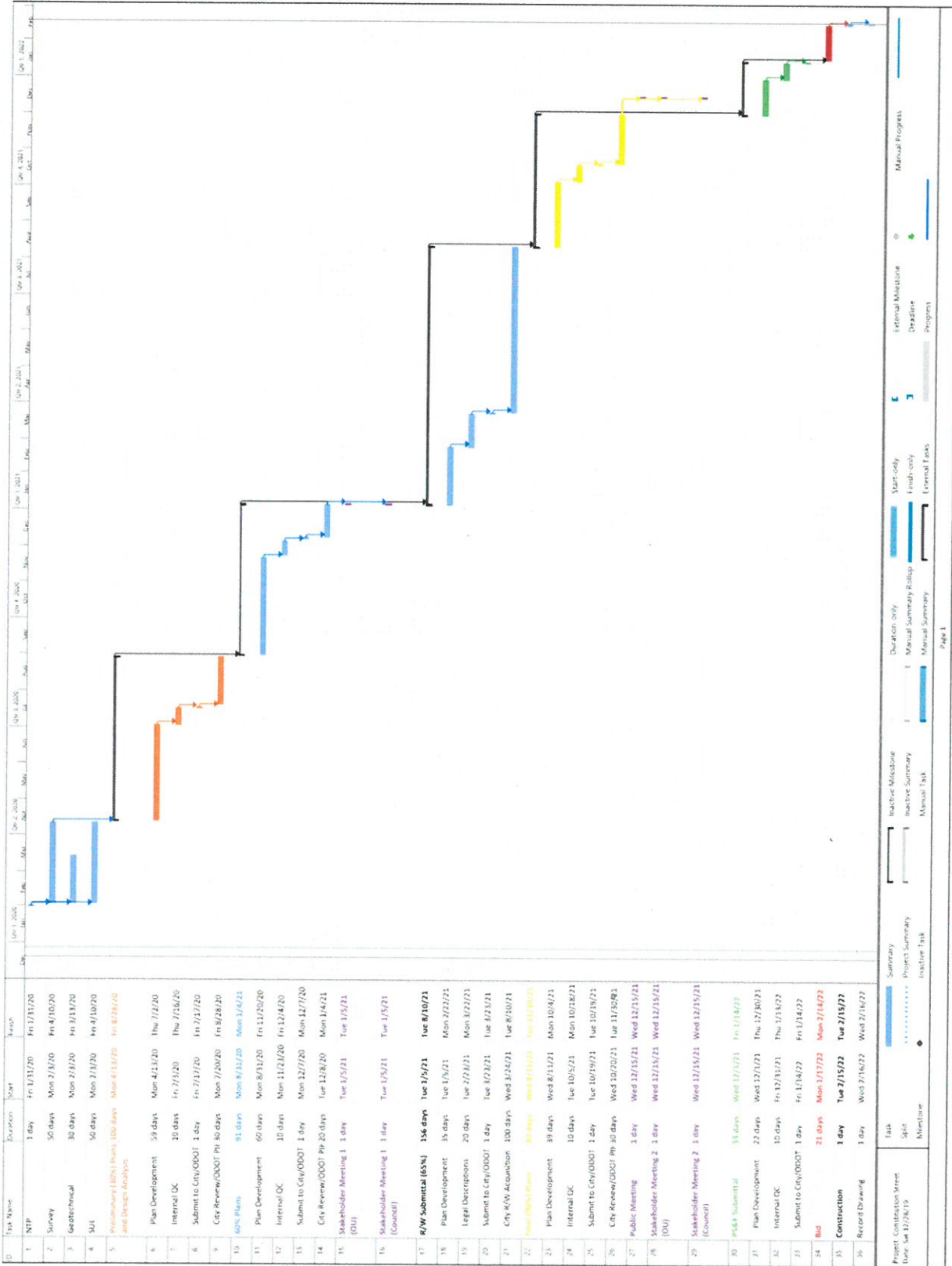
1. Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting, etc.
2. Full time construction inspection or observation
3. Construction surveying or surveying for as-built conditions
4. Property Acquisition
5. Appraisals - Negotiations & Acquisitions
6. GIS mapping services 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 Constitution Street



**Attachment C, Fee Schedule**

**Constitution Street**

**FEE SCHEDULE SUMMARY**

**CONSTITUTION STREET**

**BASIC SERVICES (LS)**

Task 1: Preliminary (30%) Plans and Design Analysis	\$	80,550
Task 2: 60% Plans	\$	81,650
Task 3: R/W (65%) Plans	\$	30,350
Task 4: Final (90%) Plans	\$	57,800
Task 5: PS&E Submittal	\$	43,800
Task 6: Public/Stakeholder Involvement	\$	11,800
Task 7: Record Drawing Phase	\$	18,350

**BASIC SERVICES (LUMP SUM) \$ 324,300**

**SPECIAL SERVICES (CPM)**

Task 8: Survey	\$	35,000
Task 9: R/W Documents & Staking	\$	19,015
Task 10: Geotechnical	\$	27,250
Task 11: SUE	\$	8,100

**SPECIAL SERVICES (CPM) \$ 89,365**

**PROJECT TOTAL \$ 413,665**

**Attachment D, Owners Responsibilities  
Constitution Street**

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.