

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. OWNER intends to construct seven Community Development Block Grant - Disaster Relief (CDBG-DR) roadway improvement projects including program management (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 M. Miles, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Atkins North America:

Daniel Humphrey, P.E.
Senior Division Manager
350 David L. Boren Blvd., Suite 1510
Norman, OK, 73072

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 Atkins North America have executed this Agreement.

DATED this ___th day of _____, 201__.

The City of Norman
(OWNER)

Signature _____

Name Cindy Rosenthal

Title Mayor

Date _____

Attest:

City Clerk

Atkins North America , Inc .

Signature *Kenneth J. Burns, Jr.*

Name Kenneth J. Burns, Jr.

Title Senior Vice President

Date August 11, 2015

Attest:

Rene de los Rios
Secretary

Rene de los Rios, Assistant Secretary

Approved as to form and legality this 14th day of August 2015

Y. Paley
City Attorney



ATTACHMENT A SCOPE OF SERVICES

ARTICLE 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. The CONSULTANT shall, except as otherwise provided for herein, furnish all engineering services, labor, equipment and incidentals (SERVICES) as required for this AGREEMENT.

PART 1- DESCRIPTION OF PROJECT

The CONSULTANT is to provide SERVICES in connection with the program management, development of design, right-of-way acquisition, utility coordination and relocations, bidding, construction documents, and construction management for the following projects located within the City of Norman, Oklahoma:

Program Management:

The CONSULTANT shall provide the program management for the City of Norman Community Development Block Grant Disaster Recovery (CDBG-DR) Projects as a part of the State of Oklahoma Disaster Recovery Program Action Plan – Second Allocation (\$83.1 Million), dated October 3, 2014. The management shall include the following:

- Submit necessary documentation, based on Owners past experience, to Housing and Urban Development (HUD) for reimbursement.
- Complete the National Environmental Policy Act (NEPA)/HUD Environmental process
- Review design plans at 35 and 100 percent completion
- Maintain the program schedule and file for extensions if necessary
- Acquire any necessary rights-of-way
- Create utility relocation plans and oversee the relocation of any conflicting utilities
- Prepare bid documents as required by HUD
- Provide construction management services

Project Extents:

1. 108th Ave SE – Etowah Road to SH-9E
2. 120th Ave SE – Etowah Road to SH-9E
3. 84th Ave NE – Tecumseh Road to Franklin Road
4. 84th Ave NE – Rock Creek Road extending north 1/3 miles
5. Tecumseh Road – 84th Ave NE to 120th Ave NE
6. 96th Ave NE – Tecumseh Road to Arrowhead Drive
7. Rock Creek Road – 108th Ave NE to 120th Ave NE

Project Exceptions:

The following intersections will not be reconstructed as part of this project:

- Project 5
 - Tecumseh and 108th Avenue NE
 - Tecumseh and 120th Avenue NE

All projects will be designed to minimize impacts to adjacent drainage structures, utilities, and right-of-way.

Vertical curves will generally not be adjusted to meet 3R or 4R criteria.

Design speed will remain as it is currently posted.

Incidental Construction:

The PROJECT shall include grading, drainage, storm sewer or other drainage appurtenances, paving and any other ancillary construction as required to tie the proposed construction to adjacent roadways.

Design criteria and other requirements specific to this PROJECT include:

- The design shall include a 2-lane asphalt typical pavement section. The width of the mainline typical section is expected to be no more than 26 feet and will not increase by more than 20 percent of the existing roadway width. Paving section is to match City of Norman Standard ST-05 (Asphalt) throughout the PROJECT extents. The geotechnical consultant will make a recommendation for new pavement sections. Some roads may be candidates for overlays.
- The design shall include all associated drainage structures and accompanying design calculations. The CONSULTANT is not required to submit the calculations.
- Construction documents developed by the CONSULTANT shall comply with the established requirements of HUD.

In addition, the PROJECT shall be designed in accordance with the general criteria identified in **PART III - Design Criteria**.

PART II - SERVICES PROVIDED BY OTHERS

CONSULTANT shall be responsible for providing all services required to complete the design of the projects.

PART III - DESIGN CRITERIA

This project will be considered an overlay project and will not conform to current State and AASHTO policies and standards as it pertains to alignments. The following manuals will be used in the design process:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, FHWA, 2009 Edition;
- Standard Specifications for Highway Construction, and Supplemental, Oklahoma Department of Transportation, 2009;

- Drainage Design Manual, Oklahoma Department of Transportation, 1988 Edition;
- Roadway Safety and Convenience Design Guide for Oklahoma Cities, Oklahoma Department of Transportation, 1991 Edition;
- City of Norman EDC

PART IV - GENERAL PERFORMANCE REQUIREMENTS

The CONSULTANT agrees to the following as appropriate and when applicable SERVICES included in this AGREEMENT:

1. To compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.
2. To prepare and furnish complete detailed final construction plans as called for in "DESCRIPTION OF PROJECT".
3. To check downstream impacts due to the replacement of drainage structures. This will generally be limited to the next structure downstream and any buildings.
4. To prepare and furnish all field surveys and mapping, including topographic survey of the PROJECT area, ties to local coordinate system, horizontal location of existing utilities, and monumentation for construction staking.
5. To prepare hydrologic and hydraulic design, geometric design, and pay quantity computations. The CONSULTANT shall ensure that these computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans are submitted. Submittal of the computations is not required. The hydraulic calculations will be submitted but no report will be required.
6. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.
7. That all preliminary designs and final plans submitted for review by the OWNER shall be accompanied by a written statement signed and sealed by a professional engineer attesting that a detailed check has been made of the plans and reports.
8. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at the CONSULTANT's office.
9. To coordinate its CONSULTANT's work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.

10. To prepare and/or update CONSULTANT's Opinion of Probable Cost at each submittal milestone.
11. To attend meetings with the OWNER after each submittal. In the event of any delay in performing the work and/or increase in anticipated construction costs of the resulting PROJECT provided for in this AGREEMENT, the CONSULTANT shall immediately notify the OWNER and shall fully explain the nature, time and reason for the delay.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports the CONSULTANT's fee and project schedule. The WBS is an expansion on the general requirements presented in **PARTS I** through **IV**. All requirements set forth in **PARTS I** through **IV** shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in **PART VI - PLAN REQUIREMENTS**.

TASK I - PRE-DESIGN SERVICES

Pre-Design services include field surveying and geotechnical exploration and analysis necessary to commence the design. The CONSULTANT shall provide standard geotechnical investigation sufficient to satisfy the PROJECT design requirements. The tasks to be performed by CONSULTANT include:

Task 1A - Design Survey

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

- a. The CONSULTANT shall establish horizontal and vertical control within the PROJECT limits necessary to collect all topographic and planimetric features, boundaries, right-of-way/easement information, etc. and to serve as survey control for construction staking by the Construction Contractor. The centerline alignment of the survey will be established along the section lines of each roadway with references to each pertinent corner monument. Only the section corners on the project alignments will be recovered and established.
- b. The CONSULTANT shall provide field surveying in order to develop existing roadway cross sections with some exceptions at 100' intervals as well as at intersections and driveways throughout the PROJECT. The limits of the survey will be 25 feet beyond the existing right-of-way lines on both sides of the roadway. The limits will be extended out a minimum of 100 feet from the centerline of the roadway at the various creek crossings.

- c. The CONSULTANT shall create contours and digital terrain model from the collected data to support the design.
- d. The CONSULTANT shall collect topographic data including, but not limited to, surface features such as utilities, signs, (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile, and other pertinent data.
- e. The CONSULTANT shall provide survey in the Oklahoma State Plane Coordinate System, South Zone. The ground/grid combined scale factor shall be computed for the PROJECT and noted on the survey sheets.
- g. The CONSULTANT shall contact the Oklahoma One Call System "CALL OKIE" via the "Web Ticket" system and maintain records of reported utility holders. Information on Utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, flagging, and record drawings shall be included in the plan sets. Any additional information received directly from the utility companies shall be included in the plan sets and identified.

TASK 2 - ADDITIONAL DESIGN SERVICES

The CONSULTANT services identified in **Task 2** are services anticipated to be required. However, the specific required level of effort by the CONSULTANT will be unknown until additional information becomes better defined during the course of the PROJECT. The identified SERVICES and anticipated level of effort are educated estimates only. SERVICES will be provided on an "as needed" and "as requested" basis according to the identified unit cost.

Task 2A – Supplemental Survey Needs

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

- a. Prepare all the necessary right-of-way map, exhibits, and descriptions for possible right-of-way acquisitions.
- b. Survey underground utility locates
- c. Survey previously unmarked utilities
- d. Stake existing right-of-way
- e. Other miscellaneous surveys required by the OWNER or the CONSULTANT

TASK 3 - DESIGN SERVICES

The following Design SERVICES will be provided by the CONSULTANT as necessary to complete the PROJECT as defined above:

Task 3A - Preliminary Design & Report

The CONSULTANT shall conduct the following preliminary design functions during the Preliminary Design task:

- a. Prepare preliminary horizontal & vertical alignments and associated Plan & Profile Sheets.
- b. Prepare a Preliminary Engineers Estimate of Probable Cost and Budget Review.
- c. Document existing utilities.

No Map Revisions, FEMA CLOMR/LOMRs and no COE 404 Applications/Permits are anticipated for PROJECT. The CONSULTANT will review the blue line streams to verify the need though.

Task 3B - Final Plans

Upon receiving review meeting comments from the OWNER, the CONSULTANT shall prepare final Construction Plans suitable for bid letting. These tasks are anticipated to include the following:

- a. Finalize Typical Sections
- b. Finalize P & P Sheets
- c. Finalize Cross Section Sheets
- d. Finalize Drainage Structure Tables
- e. Finalize Summary Tables
- f. Finalize Traffic Control
- g. Finalize Pay Items, Bid Quantities & Pay Item Notes
- h. Finalize Detail Sheets
- i. Finalize Engineer's Estimate of Probable Cost

Designs Exclusions:

- a. Engineering Reports
- b. Driveway Schedules
- c. Design Calculation Submittals
- d. Drainage Calculation Submittals
- e. Special Structural Designs
- f. Drainage maps, design data and/or computations for any storm sewer systems and other drainage involved in this project, unless agreed upon in an executed amendment to this AGREEMENT.

TASK 4 – ENVIRONMENTAL CLEARANCE SUPPORT

The CONSULTANT shall complete all tasks necessary for the environmental clearance for Categorical Exclusion (CE). If the OWNER chooses to improve the facilities to the point that an Environmental Assessment (EA) is required, the additional services related to the EA will be added to this agreement by written amendment.

TASK 5 - RIGHT-OF-WAY ACQUISITION SUPPORT SERVICES

The OWNER and the CONSULTANT may have needs for acquiring rights-of-way. The level of effort required is unknown. An estimate of required man hours is included in the contract amount to be used "as needed" and "as requested". The anticipated items are listed below:

- a. Right-of-way agent

Only Project 1, as listed in the project extents for 84th Avenue NE from Rock Creek Road extending 1/3 miles north, will require any additional rights-of-way. Should any other of the listed projects need additional rights-of-way, the CONSULTANT shall receive approval from the OWNER before progressing and

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

TASK 6 - UTILITY RELOCATIONS

The CONSULTANT will work with the utility companies to ensure that all required utility relocations are consistent with the PROJECT. Design of the OWNER-owned utilities is not anticipated for this project. If the design or relocation of owner-owned utilities are necessary (such as water and sanitary sewer services), services will be added to this agreement by written amendment.

TASK 7 – CDBG-HUD REPORTING

The CONSULTANT will work with HUD to ensure that all the required paperwork is consistent for the PROJECT. The following items are assumed for this work:

- a. Prepare Monthly Expenditure Report & Request for Payment for submittal to DOC by City of Norman
- b. Maintain necessary backup information required to complete the form as well as be compliant with HUD best practices
- c. Prepare written monthly progress report - 1 for the entire grant that includes all 8 projects
- d. Development of Atkins Section 3 Plan
- e. Prepare and submit Atkins's Section 3 reporting
- f. Support the City with collection of Section 3 reporting from contractors performing work on projects associated with the grant as requested by the City

- g. Maintain project files for each of the projects – including financial management file as required by ODOC Management Guide and requested by the City
- h. Development of materials to support bid process on HUD requirements (Section 3, DBA, etc.)
- i. Semi-Annual internal audits

Subject Matter Expert Time (up to 10 hours/month) as requested by the City and needed:

- a. Any initial requests for waivers to facilitate streamlining the project
- b. Support the City with requests regarding HUD Policy, implementation, etc.

TASK 8 - CONSTRUCTION SERVICES

Construction services fee will be negotiated after Tranche 1 services are complete prior to bidding.

Task 7A - Bid Administration

The CONSULTANT will serve the OWNER in a support role during the bidding/award process. The CONSULTANT shall also provide the specific SERVICES outlined herein.

- a. The CONSULTANT shall prepare a signed/sealed Engineer's Estimate based on the final construction documents, pay items and quantities. The Engineer's Estimate shall be presented to the OWNER for review prior to bidding.
- b. The CONSULTANT will be responsible for producing and selling plans for potential bidders.
- c. The CONSULTANT shall conduct a Pre-Bid Conference at the OWNER's office to discuss the PROJECT and answer questions from possible contractors. The CONSULTANT shall provide written responses to questions received. The CONSULTANT shall provide minutes.
- d. The CONSULTANT will tabulate all submitted bids and provide the OWNER with a bid recommendation letter.

Task 7B - Construction Support Services

The CONSULTANT will assume primary responsibility for the construction administration. The CONSULTANT shall also provide the specific SERVICES outlined herein.

- a. The CONSULTANT will respond to any Requests for Information (RFI's). The CONSULTANT shall maintain a log of all RFI's and responses and provide OWNER with an RFI update as requested by the OWNER.
- b. The CONSULTANT will be responsible for project management, inspection, and testing services.

Task 7C - Record Drawings

Record Drawings will be prepared and submitted by the CONSULTANT to the OWNER.

PART VI - PLAN REQUIREMENTS

Drawings shall conform to ordinary drafting standard and shall be 22 x 34-inches (full size) and 11 x 17-inches (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required. For purposes of this contract, the following numbers of submittal plan sets (Preliminary Plans & Final Plans) are included in the base fees:

- Half Size – 4 sets

PART VII - MUTUAL AGREEMENTS

The OWNER and the CONSULTANT mutually agree:

- SERVICES to be performed by the CONSULTANT shall include and encompass those SERVICES identified in **PART V - WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS**.
- Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, the CONSULTANT's Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. The CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from the CONSULTANT's construction cost estimates.
- When the plans are completed to the field review stage, representatives of the OWNER will accompany the CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.
- All tracings, plans, computations, specifications and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction or limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.
- The CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein.
- The CONSULTANT shall sign the final product of CONSULTANT's efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional Engineer registration in the State of Oklahoma.
- The CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all the documents, survey information and engineering data furnished to the

- OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
- h. The CONSULTANT and it's sub-consultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be furnished to the OWNER.

**ATTACHMENT B
PROJECT SCHEDULE**

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

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

Notice to Proceed- August 26, 2015

Projects 3, 5, and 6

Survey, Environmental, and Design- September 2015 to December 2015
Bid Opening- February 2016
Construction- April 2016 to July 2016

Projects 1 and 2

Survey, Environmental, and Design- November 2015 to February 2016
Bid Opening- April 2016
Construction- June 2016 to September 2016

Projects 4 and 7

Survey, Environmental, ROW, and Design- December 2015 to November 2016
Bid Opening- January 2017
Construction- March 2017 to May 2017

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

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

ATTACHMENT C COMPENSATION

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

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$690,400.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Topographical Survey	\$ 95,000.00
Preliminary Design	\$ 92,000.00
Final Construction Plans (P,S & E Submittal)	\$ 138,000.00
Environmental Clearance Assistance	\$ 25,000.00
R/W Plans and Supporting Documents	\$ 15,000.00
Geotechnical Engineering and Pavement Design	\$ 35,400.00
Drainage Design	\$ 15,000.00
Utility Coordination	\$ 15,000.00
Bid Administration	\$ 5,000.00
Construction Support Services	\$ To Be Negotiated
*CDBG - HUD Oversight	*\$ 110,000.00
*Program Management	*\$ 130,000.00
Quality Control	\$ 10,000.00
TOTAL COMPENSATION	\$ 685,400.00

*Partial fee for CDBG- HUD Oversight and Program Management, remaining fee to be added in Tranche 2

Additional Survey	\$ 5,000.00
-------------------	-------------

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

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

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

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

OWNER RESPONSIBILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The OWNER shall examine all studies, reports, sketches, estimates specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
4. The OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall furnish legal assistance as required in the preparation, review and approval of construction documents.
6. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER.