

## **AGREEMENT FOR PROFESSIONAL SERVICES**

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

1. OWNER intends to widen the signalized intersections of Tecumseh Road at 24<sup>th</sup> Avenue NW and at Flood Avenue to accommodate additional turn lanes. The specific improvements include modifying the fully actuated traffic signals, roadway widening to Tecumseh Road and Flood Avenue to provide sufficient storage and tapers for added turn lanes, potential water and/or sewer relocation plans, striping plans, and maintain the interconnectivity with other Tecumseh Road and Flood Avenue fiber optic traffic signal interconnection systems. A traffic analysis will be performed which could result in additional modifications to the intersections of Tecumseh Road at 24<sup>th</sup> Avenue NW and at Flood Avenue (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 \_\_\_\_\_, 2017.

### **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:**

Shelly Williams, P.E.  
Capital Projects Engineer  
City of Norman  
P.O. Box 370  
Norman, OK 73070  
(405) 217-7713

**CONSULTANT:**

Nicci Tiner, PE, PTOE  
Garver, LLC  
4701 Northshore Drive  
North Little Rock, AR 72118  
(501) 376-3633 Office  
(501) 372-8042 FAX

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 Garver, LLC have executed this Agreement.

DATED this \_\_th day of \_\_\_\_\_, 2017.

The City of Norman  
(OWNER)

Garver, LLC  
(CONSULTANT)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name Nicci Tiner

Title \_\_\_\_\_

Title Vice President

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

Attest:

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

\_\_\_\_\_  
Secretary

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
City Attorney

**APPENDIX A – SCOPE OF SERVICES****1. General**

The OWNER requires the professional services of the CONSULTANT to facilitate the widening of two adjacent intersections on Tecumseh Road at 24<sup>th</sup> Avenue NW and at Flood Avenue to accommodate additional turn lanes. The CONSULTANT will analyze the intersections, prepare design plans, develop project specifications and the bid package, and provide technical assistance throughout the construction. Generally, the scope of services consists of coordinating with the OWNER and ODOT; construction plans for the widening and modification of two signalized intersections, striping plans for the new project, and maintaining interconnection fiber optic cable on Tecumseh Road and Flood Avenue (OWNER will provide fiber optic design); and construction assistance (as required).

Specific tasks will consist primarily of the following:

**2. Meetings**

Several meetings are anticipated for the Project.

**2.1. Kick-Off Meeting**

Immediately after receipt of a formal Notice to Proceed, the CONSULTANT will request a kick-off meeting with the OWNER to clearly define the project goals and reporting procedures, establish expectations and priorities, decide the needed level of involvement from City Council and other stakeholders (ODOT and adjacent property owners), developments to be included in the preliminary analysis, and discuss the project schedule and submittal dates.

**2.2. Site Visit/Field Observations**

CONSULTANT will conduct a site visit, which can occur on the same day as the kick-off meeting. This visit will be coordinated with the OWNER so that key issues such as location of the controller and power source can be determined. Some of the items noted during the site visit will include lane configurations, speed limits, signal phasing, and pedestrian facilities. Traffic observations will be made to determine the extent and duration of any congestion within the study area.

**2.3. Preliminary Analysis Results Meetings**

Once the CONSULTANT has completed the detailed written analysis of the respective advantages and disadvantages as well as costs, the results will be presented to the OWNER for discussion. An additional meeting is anticipated with the OWNER and ODOT to discuss the recommended build option prior to the Plan-in-Hand meeting.



#### 2.4. City Council/Stakeholder Meeting

After comments from the Preliminary Analysis Results meetings have been addressed, CONSULTANT will attend a City Council/Stakeholder Meeting.

#### 2.5. Plan-in-Hand Meeting

After submittal of the 60% preliminary plans, CONSULTANT will attend a Plan-in-Hand meeting with the OWNER and the Oklahoma Department of Transportation (ODOT).

#### 2.6. Final Plan Review Meeting

After submittal of the 90% plans, CONSULTANT will attend a Final Plan Review meeting with the OWNER and the Oklahoma Department of Transportation (ODOT).

### 3. Preliminary Analysis

For the preliminary analysis, CONSULTANT will refine traffic projections from the previous University North Park (UNP) study and the current signal timing study, analyze the intersection movements level of service (LOS), evaluate the turn lane needs at both intersections, and evaluate crash data. In addition, conceptual drawings and cost estimates will be determined and utility impacts assessed for three alternatives. The alternatives include the following:

- Alternative 1 – widen according to the previous UNP study (ultimate widening)
  - 24<sup>th</sup> Avenue NW Intersection
    - South Leg: Add an additional northbound left turn lane
    - West Leg: To line up the east and west legs after the dual westbound left turn lanes are provided, construct a short left turn lane into the lightly used north driveway for safety purposes and also a feeder lane for the eastbound left turn movement at Flood Avenue to mitigate intersection blockage. Add a dedicated eastbound right turn lane
    - East Leg: Add an additional westbound left turn lane. For the westbound approach to 24th Avenue NW and the eastbound approach to Flood Avenue, construct the left turn lanes such that both lanes are not back-to-back with small storage distances. Rather, provide full storage to the adjacent intersection for the leftmost left turn lane while the rightmost left turn lanes can be back to back.
  - Flood Avenue Intersection
    - Additional eastbound left turn lane
    - Dedicated eastbound right turn lane
    - North and South Legs: Add an additional northbound and southbound left turn lane. Provide third thru lane in the vicinity of the intersection (approximately 1,500 feet in either direction)
    - West Leg: Add an additional eastbound left turn lane and a dedicated eastbound right turn lane. See also comment for East Leg at 24th Avenue NW

- East Leg: Add an additional westbound left turn lane and a dedicated westbound right turn lane. Provide westbound feeder lane to accommodate the heavy downstream left turn movement at 24<sup>th</sup> Avenue NW into the UNP.
- Alternative 2 – realign and extend 24<sup>th</sup> Avenue NW to provide a new intersection with 24<sup>th</sup> Avenue NW and Flood Avenue north of Tecumseh.
  - 24<sup>th</sup> Avenue NW Intersection - additional lanes will be determined per the results of the Preliminary Analysis.
  - Flood Avenue Intersection – additional lanes will be determined per the results of the Preliminary Analysis.

### 3.1. Develop Traffic Projections

CONSULTANT will gather available information (future developments and land use information) to analyze existing conditions and project future conditions at the intersection. We anticipate that this information will be available from the OWNER.

#### 3.1.1. Traffic Counts

The latest traffic counts being utilized for the Tecumseh Road signal timings will be used for this project. No new traffic counts are anticipated.

#### 3.1.2. Future Traffic Projections

CONSULTANT will use the growth assumptions as assumed in the latest University North Park validation study and modify for developments that have opened since the completion of that study. These trips – coupled with other developments and background growth assumptions for Tecumseh Road, 24<sup>th</sup> Avenue NW, and Flood Avenue – will be applied to the 2017 volumes to create the design year 2037 projections. A submittal and approval of the traffic projections from ODOT is not included in this scope of work.

### 3.2. GIS Information

CONSULTANT will collect information from the OWNER's GIS model. This information will include parcel information, utilities, zoning, and existing buildings to get an idea of the potential impact of the proposed improvement alternatives.

### 3.3. Operational Analysis

Using the base year 2017 and projected 2037 volumes, the CONSULTANT will analyze the intersections using Synchro as well as a calibrated micro-simulation model (SimTraffic), which will be updated from our prior work in the study area. The analysis will provide a quantitative comparison on how well the two proposed options hold up through the 2037 design year.

### 3.4. Geometric Analysis

The length of all proposed turn lanes will be in accordance with ODOT criteria for auxiliary lanes and in conjunction with the results of the capacity analysis. The projected storage needed will be presented to the city for final approval.

### 3.5. Safety Analysis

CONSULTANT will review the crash history at the study intersection over the last three years. Crash records from the Norman Police Department will be reviewed to assess any discernable trends/patterns in the collision data. Safety improvements from access management will be included in the analysis.

### 3.6. Utilities

Utilities will be identified and located utilizing atlases provided by the utility owners. During the alternative comparison, the efforts will focus on identifying potential utility conflicts and estimated cost of relocations.

### 3.7. Conceptual Plans

The conceptual plans will consist of schematic line diagrams on aerial photographs. This will include sidewalk improvements with ADA wheelchair ramps for all approaches and widening to accommodate the turn lanes for each alternative.

### 3.8. Project Cost

Planning level cost estimates will be developed for each alternative and potential impacts identified.

### 3.9. Documentation

Analysis results, preliminary costs, and project impacts for each alternative will be summarized to the OWNER in report format. Once the OWNER has approved of the written analysis, design will begin.

#### **4. Topographic Survey**

The topographic survey will depict existing above-ground features and marked underground utilities. The survey limits will extend from 15 feet outside of right-of-way on both sides of Tecumseh Road from approximately 1,250 feet west of the 24<sup>th</sup> Avenue NW intersection to approximately 1,250 feet east of the Flood Avenue intersection to incorporate the turn lane improvements. Along 24<sup>th</sup> Avenue NW, the limits will extend from 15 feet outside of right-of-way on both sides for approximately 400 feet on the north approach to accommodate detection zones and 750 feet on the south approach. Along Flood Avenue, the limits will extend from 15 feet outside of right-of-way on both sides for approximately 1,250 feet on the north approach to accommodate detection zones and 1,500 feet on the south approach. The topographical survey will also extend an additional 50 feet minimum along each driveway and 100 feet minimum along each cross street. The existing rights-of-way will be located on the survey based upon recovered property monuments and record documents on file with the Cleveland County Clerk. During the research of these records, utility easements and landowners adjacent to the right-of-way will be identified and noted on the survey.

The survey limits do not include the realignment/extension of 24<sup>th</sup> Avenue NW. If this alternative is the selected alternative, additional survey will be needed. The CONSULTANT will not proceed with acquiring the additional survey without the written approval of the OWNER.

#### **5. Geotechnical Exploration, Testing, and Reporting**

Geotechnical investigation, testing, and reporting is not anticipated for the Project.

#### **6. Right-of-Way Instruments**

Right-of-way legal instruments containing descriptions and exhibits will be prepared depicting the existing street centerlines and right-of-way lines, existing utility easements, and existing parcel lines of properties within the project limits. Proposed right-of-way lines will be included based upon information provided by the engineer. This information will be shown on the construction plans and OWNER forms and delivered to the OWNER for their use.

#### **7. Coordination with Utilities**

Prior to field surveys, CONSULTANT will notify the "Call Okie" service to mark their utility lines. Additionally, we will request atlases from all of the known utility companies in the vicinity of the project. The field locates will be checked against the atlases to confirm that all known utilities will be picked up by the survey. These utilities as well as other visible utilities such as overhead power lines will be shown on the plans. As the plans are being developed, we will check for potential conflicts. When possible, we will design the proposed improvements around the utilities.

CONSULTANT will furnish plans to all known utility owners potentially affected by the

project at each stage of development. CONSULTANT will conduct coordination meetings among all known affected utility owners and facilitate the coordination efforts for any necessary utility relocation. CONSULTANT will include the surveyed locations of the observable and marked utilities in the construction plans. CONSULTANT will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

CONSULTANT will provide a review of utility relocation plans prepared by the affected utilities. CONSULTANT will provide periodic field observations of the relocation of private or franchise utilities estimated at two visits per anticipated utility relocation.

Since the impact to OWNER owned utilities by the project is not known at this time, our scope of services does not include the preparation of utility relocation plans or relocation assistance. This service can be added at a later date, if needed.

## **8. Construction Plans**

The design and preparation of construction plans will include roadway modifications, drainage improvements, and signalization. The roadway modifications will consist of provisions for widening to accommodate additional turn lanes per the Preliminary Analysis, demolition plans, permanent striping, a traffic control plan, and sidewalk/multi-use path and wheelchair ramp improvements to accommodate crosswalks on all approaches. Impacted drainage inlets will be relocated along the new curb lines. Stormwater design will not include improvements to the downstream stormwater network, should this be necessary it can be added at a later date. The traffic signal plan will consist of audible pedestrian signals, phasing diagram, wiring diagram, relocation of fiber optic interconnect, and street name sign details. A drainage area map and Storm Water Pollution Prevention Plan will be included. Quantities and pay item notes will also be included. The construction plans will be to OWNER and ODOT standards.

### **8.1. Preliminary Plans**

The preliminary design phase submittal will include 60% construction plans for review by the Owner. In particular, the preliminary plans will include the title sheet, typical sections, drainage area map, horizontal and vertical alignments, plan and profile sheets, geometric layouts, right-of-way impacts, major utility conflicts, signal plans, signing and striping plans, and an order of magnitude cost opinion.

### **8.2. Final Plans**

Once CONSULTANT receives comments from the Plan-in-Hand meeting, final design will begin. The final design phase submittal will include 90% construction plans and 100% construction plans.

#### **8.2.1. 90% Plans**

Comments from the plan-in-hand meeting will be incorporated into the 90% plans. CONSULTANT will attend a meeting with the OWNER and ODOT once the 90% plans have been submitted.

#### 8.2.2. Final PS&E

The final PS&E will include the construction plans and specifications, quantity calculations, and opinion of probable construction cost. The CONSULTANT will make any needed plan changes as a result of the OWNERS review.

### 9. Construction Phase Services

CONSULTANT will attend the pre-bid meeting and issue addenda if needed. Minimal effort by the CONSULTANT is anticipated during the OWNER or ODOT bid process.

The construction contract will be administered and inspected by the OWNER or ODOT with minimal effort required by CONSULTANT. During the Construction Phase the CONSULTANT will:

- Attend pre-bid meeting
- Attend the pre-construction meeting.
- Issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- Review Submittals
- Participate in final project inspection.
- Prepare record drawings based upon red-line mark ups provided by the OWNER.

### 10. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by CONSULTANT:

1. PDF submittal of all Meeting Minutes.
2. PDF submittal of Preliminary Analysis report prior to beginning construction plans.
3. PDF version of Preliminary construction plans, and opinion of probable cost.
4. PDF version of Final construction plans, Engineer's Estimate, and special provisions.
5. Electronic copy of as-built plans.

### 11. Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. 24-hour tube counts and peak hour turning movement counts
4. Coordination of Traffic Projections to ODOT.

5. Design of any utility relocations
6. Utility potholing
7. Coordination with the USACE and preparation/submittal of an Individual or Nationwide 404 permit.
8. Construction materials testing.
9. Construction administration and inspection.
10. Construction observation.
11. Front end sections of construction contract documents.
12. Environmental Handling and Documentation including wetlands identification or mitigation plans for other work related to environmentally or historically (culturally) significant items.
13. Services after construction, such as warranty follow-up, surety work, etc.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and CONSULTANT.

**ATTACHMENT B – SCHEDULE**

The CONSULTANT shall begin work under this Agreement within ten (10) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

<b><u>Phase Description</u></b>	<b><u>Calendar Days</u></b>
Kick-off Meeting/Site Visit	10 days from NTP
Preliminary Analysis	30 days from NTP
Preliminary Plans	42 days from Approval of Preliminary Analysis
Plan-In-Hand Meeting	Determined by OWNER
Final Plans	49 days after OWNER comments and Plan-In-Hand



**THE CITY OF NORMAN  
TECUMSEH RD AT 24TH AVE NW & TECUMSEH RD AT FLOOD AVE**

**PROJECT DESCRIPTION:**

The City of Norman intends to widen the signalized the intersections of Tecumseh Road at 24th Avenue NW and at Flood Avenue to accommodate additional turn lanes. The specific improvements include modifying the fully actuated traffic signals, roadway widening to Tecumseh Road and Flood Avenue to provide sufficient storage and tapers for added turn lanes, potential water and/or sewer relocation plans, striping plans, and maintain the interconnectivity with other Tecumseh Road and Flood Avenue fiber optic traffic signal interconnection systems. A traffic analysis will be performed which could result in additional modifications to the intersections of Tecumseh Road at 24th Avenue NW and at Flood Avenue.

**FEE SUMMARY:**

Labor	Man-Hours	Total
1. Preliminary Analysis	239	\$31,842.00
2. Construction Plans - Signal	171	\$22,914.00
3. Construction Plans - Roadway	1,730	\$194,572.00
4. Utility Coordination	36	\$4,552.00
5. Construction Phase Services	34	\$4,428.00
6. Project Management & Meetings	142	\$24,282.00
<b>Total Labor</b>	<b>2,352</b>	<b>\$282,590.00</b>

Expenses	Amount
1. Preliminary Analysis	\$58.00
2. Construction Plans - Signal	\$86.00
3. Construction Plans - Roadway	\$128.00
4. Utility Coordination	\$48.00
5. Construction Phase Services	\$72.00
6. Project Management & Meetings	\$2,068.00
<b>Total Expenses</b>	<b>\$2,460.00</b>

Subconsultants	Amount
1. Jividen and Company, PLLC	\$35,700.00
<b>Total Subconsultants</b>	<b>\$35,700.00</b>

**GRAND TOTAL LUMP SUM FEE:**

<b>\$320,750.00</b>
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**APPENDIX C**

**Tecumseh Rd at 24th Ave NW & Tecumseh Rd at Flood Ave  
Garver Hourly Rate Schedule: July 2017 - June 2018**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1.....	\$ 102.00
E-2.....	\$ 118.00
E-3.....	\$ 142.00
E-4.....	\$ 166.00
E-5.....	\$ 203.00
E-6.....	\$ 254.00
E-7.....	\$ 337.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 122.00
P-2.....	\$ 153.00
P-3.....	\$ 191.00
P-4.....	\$ 216.00
P-5.....	\$ 251.00
P-6.....	\$ 285.00
P-7.....	\$ 345.00
<b>Designers</b>	
D-1.....	\$ 95.00
D-2.....	\$ 111.00
D-3.....	\$ 132.00
D-4.....	\$ 153.00
<b>Technicians</b>	
T-1.....	\$ 74.00
T-2.....	\$ 94.00
T-3.....	\$ 114.00
<b>Surveyors</b>	
S-1.....	\$ 46.00
S-2.....	\$ 60.00
S-3.....	\$ 81.00
S-4.....	\$ 116.00
S-5.....	\$ 153.00
S-6.....	\$ 174.00
2-Man Crew (Survey).....	\$ 186.00
3-Man Crew (Survey).....	\$ 232.00
2-Man Crew (GPS Survey).....	\$ 206.00
3-Man Crew (GPS Survey).....	\$ 252.00
<b>Construction Observation</b>	
C-1.....	\$ 89.00
C-2.....	\$ 115.00
C-3.....	\$ 140.00
C-4.....	\$ 173.00
<b>Management/Administration</b>	
M-1.....	\$ 345.00
X-1.....	\$ 58.00
X-2.....	\$ 79.00
X-3.....	\$ 110.00
X-4.....	\$ 140.00
X-5.....	\$ 172.00
X-6.....	\$ 219.00

**APPENDIX C**

**K-1718-53**

**THE CITY OF NORMAN  
TECUMSEH RD AT 24TH AVE NW & TECUMSEH RD AT FLOOD AVE**

**PRELIMINARY ANALYSIS**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$254.00	\$203.00	\$166.00	\$142.00	\$118.00	\$102.00	\$94.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Preliminary Analysis - Traffic</b>							
Develop Traffic Projections							
Update UNP Assumptions			16				
Include Other Developments			12				
Future Traffic Projections			2			4	
Operational Analysis			32			16	
Geometric Analysis			2			6	
Safety Analysis			4			20	
Documentation	2		12			12	
<b>Subtotal - Preliminary Analysis - Traffic</b>	<b>2</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>0</b>
<b>2. Preliminary Analysis - Utilities</b>							
Obtain Utility Atlases						2	
Identify Potential Utility Conflicts				6		14	
Estimated Costs of Relocations				4		2	
Documentation	1			2		4	
<b>Subtotal - Preliminary Analysis - Utilities</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>22</b>	<b>0</b>
<b>3. Preliminary Analysis - Roadway</b>							
Develop Concept			2		24		
Planning Level Costs for Roadway Improvements			2		16		
Documentation			4		16		
<b>Subtotal - Preliminary Analysis -Roadway</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>3</b>	<b>0</b>	<b>88</b>	<b>12</b>	<b>56</b>	<b>80</b>	<b>0</b>
<b>Salary Costs</b>	<b>\$762</b>	<b>\$0</b>	<b>\$14,608</b>	<b>\$1,704</b>	<b>\$6,608</b>	<b>\$8,160</b>	<b>\$0</b>

**SUBTOTAL - SALARIES: \$31,842.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$58.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$58.00**

**SUBTOTAL: \$31,900.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$31,900.00**

APPENDIX C

K-1718-53

THE CITY OF NORMAN  
TECUMSEH RD AT 24TH AVE NW & TECUMSEH RD AT FLOOD AVE

SIGNALIZATION DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	hr	hr	hr	hr	hr	hr	hr
<b>1. Preliminary Design (30% &amp; 60%)</b>							
Signalization Technical Provisions			2		6		
Wheelchair Ramp Details			4		28		
Signalization Plans			8		48		
Quantities & Opinion of Probable Cost			1		16		
QC Review	8						
Plan Submittal and Corrections			4		16		
<b>Subtotal - Preliminary Design</b>	<b>8</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>114</b>	<b>0</b>	<b>0</b>
<b>2. Final Design (90% &amp; /100%)</b>							
Update Technical Provisions			1		2		
Update Signalization Plans			1		10		
Update Quantities & Opinion of Probable Cost			1		6		
QC Review	4						
Plan Submittal and Corrections			1		4		
<b>Subtotal - Final Design</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>12</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>136</b>	<b>0</b>	<b>0</b>
<b>Salary Costs</b>	<b>\$3,048.00</b>	<b>\$0.00</b>	<b>\$3,818.00</b>	<b>\$0.00</b>	<b>\$16,048.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**SUBTOTAL - SALARIES: \$22,914.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$86.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$86.00**

**SUBTOTAL: \$23,000.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$23,000.00**



APPENDIX C

K-1718-53

THE CITY OF NORMAN  
TECUMSEH RD AT 24TH AVE NW & TECUMSEH RD AT FLOOD AVE

UTILITY COORDINATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	hr	hr	hr	hr	hr	hr	hr
<b>1. Utility Coordination</b>							
Forward preliminary plans to all Utilities				1			
Communication -Discuss relocation with Utility Plans				3			
Communication - Field review of Relocation				2		2	
Natural Gas -Discuss relocation with Utility				2		2	
Natural Gas -Review Utility Relocation Plans				2		2	
Natural Gas - Field review of Relocation				2		2	
Electric -Discuss relocation with Utility				2		2	
Electric -Review Utility Relocation Plans				2		2	
Electric - Field review of Relocation				2		2	
Water/Sewer -Discuss relocation with Utility				2		2	
<b>Subtotal - Utility Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>14</b>	<b>0</b>

Hours	0	0	0	22	0	14	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$3,124.00	\$0.00	\$1,428.00	\$0.00

**SUBTOTAL - SALARIES: \$4,552.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$22.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$26.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$48.00**

**SUBTOTAL: \$4,600.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$4,600.00**

**APPENDIX C**

K-1718-53

**THE CITY OF NORMAN  
TECUMSEH RD AT 24TH AVE NW & TECUMSEH RD AT FLOOD AVE**

**CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	hr	hr	hr	hr	hr	hr	hr
<b>1. Construction Phase Services</b>							
Pre-Bid Meeting				2			
Pre-construction Meeting				2			
Respond to RFIs				4		2	
Submittal Review				8			
Final Project Inspection				4			
Record Drawings				4		8	
<b>Subtotal - Construction Phase Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>10</b>	<b>0</b>

<b>Hours</b>	0	0	0	24	0	10	0
<b>Salary Costs</b>	\$0.00	\$0.00	\$0.00	\$3,408.00	\$0.00	\$1,020.00	\$0.00

**SUBTOTAL - SALARIES: \$4,428.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$47.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$25.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$72.00**

**SUBTOTAL: \$4,500.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$4,500.00**

APPENDIX C

K-1718-53

THE CITY OF NORMAN  
TECUMSEH RD AT 24TH AVE NW & TECUMSEH RD AT FLOOD AVE

PROJECT MANAGEMENT & MEETINGS

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	C-1
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Contract Preparation, Invoicing & Project Management	4							
Contract Award Letter of Recommendation/Bid Evaluation				6				
<b>Subtotal - Project Management</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. Meetings</b>								
Kick-off Meeting/Site Visit	8			2				
Preliminary Analysis Results Meeting with City (include prep)			12	2				
Meeting with ODOT (include prep)			12	2				
City Council/Stakeholder Meeting			8	2				
Plan-in-Hand Meeting				2				
Final Plan (90%) Review Meeting				4				
Attend Pre-Bid Meeting				3				
Attend Pre-Construction Meeting				3				
<b>Subtotal - Meetings</b>	<b>8</b>	<b>0</b>	<b>32</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Administration</b>								
Certificate of Insurance Documentation								1
Process Contract Documents								1
<b>Subtotal - Administration</b>	<b>24</b>	<b>0</b>	<b>64</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Hours</b>	<b>24</b>	<b>0</b>	<b>64</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Salary Costs</b>	<b>\$6,096.00</b>	<b>\$0.00</b>	<b>\$10,624.00</b>	<b>\$7,384.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$178.00</b>
<b>SUBTOTAL - SALARIES:</b>	<b>\$24,282.00</b>							
<b>DIRECT NON-LABOR EXPENSES</b>								
Document Printing/Reproduction/Assembly	\$60.00							
Postage/Freight/Courier	\$8.00							
Office Supplies/Equipment	\$0.00							
Communications	\$0.00							
Survey Supplies	\$0.00							
Aerial Photography	\$0.00							
GPS Equipment	\$0.00							
Computer Modeling/Software Use	\$0.00							
Traffic Counting Equipment	\$0.00							
Locator/Tracer/Thermal Imager Equipment	\$0.00							
Travel Costs	\$2,000.00							
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$2,068.00</b>							
<b>SUBTOTAL:</b>	<b>\$26,350.00</b>							
<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>							
<b>TOTAL FEE:</b>	<b>\$26,350.00</b>							

SUBTOTAL - SALARIES: \$24,282.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$60.00
Postage/Freight/Courier	\$8.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$2,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,068.00

SUBTOTAL: \$26,350.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$26,350.00



#### **ATTACHMENT D - OWNER'S RESPONSIBILITIES**

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Owner will give thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Owner will make provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Owner will furnish the Engineer existing plans, previous signal warrant study, existing turning movement counts, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Owner will contact "Call Okie" to locate utilities for the site visit.
5. Owner will provide fiber optic plan sheets (if needed ) along Tecumseh Road.
6. Owner will furnish the Engineer a current boundary survey with easements of record plotted for the project property.
7. Owner will provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Owner will give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events, which may substantially alter the Engineer's performance under this Agreement.
9. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.