

**Work Order No. 8**  
**For Professional Engineering Services**  
**City of Norman**

Expenditure under  
K-0910-54 with Garver LLC

In accordance with the Agreement for On-Call Engineering Services between City of Norman/Norman Utilities Authority (Owner) and Garver, LLC, (Engineer) dated June 21, 2013(Agreement), Owner and Engineer agree as follows:

1. **Specific Project Title:** Legacy Trail - South Extension
2. **Description:** The Legacy Trail South Extension project will complete the Legacy Trail along Duffy and Asp Streets and sidewalk, driveway and lighting improvements on Duffy, Asp and Jenkins Streets. The Fee Proposal is based upon 60 Working Days for the project and will be a per-hour contingency not to exceed the proposed \$48,487.
3. **Services of Engineer:** In accordance with the Master Agreement; and as described in this Work Order, the basic services include Construction Observation and Resident Engineering Services for the Legacy Trail – South Extension Project in Norman, Oklahoma.

The proposed services will be performed by a Junior Construction Observer (C-1) in the field and a Licensed Professional Engineer (E-3) in the state of Oklahoma will provide Resident Engineering Services. More specifically, the Engineer will perform the following services:

**3.1. Construction Observation:**

- 3.1.1. Survey– Owner will provide the field and property surveys necessary for the construction of this project. Garver will coordinate with Owner’s surveyors.
- 3.1.2. Material Testing Services – Owner will provide the material testing services necessary for the construction of this project. Garver will coordinate with Owner’s material testing firm.
- 3.1.3. Environmental Services – Garver will review the Contractor’s compliance to SWPPP per current Oklahoma Department of Transportation (ODOT) standards and specifications, and will comment to the Contractor and Owner if any deficiencies are noted.
- 3.1.4. Coordination – Utility coordination that may arise will be handled by the Owner
- 3.1.5. Property Acquisition Documents – Property acquisition documents are not anticipated for this project, and therefore, not included with this scope of services.
- 3.1.6. Construction Phase Services – During the construction phase of work, the Engineer will accomplish the following:
  - 3.1.6.1. Serve as the Owner’s liaison with the contractor, working principally through the contractor’s superintendent and assist him in understanding the intent of the contract documents.
  - 3.1.6.2. Attend all pre-construction and construction conferences and meetings concerning the project.
  - 3.1.6.3. Conduct on-site observations of the work in progress to assist in determining whether the work is proceeding in accordance with the Contract Documents and whether completed will conform to the contract documents.

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- 3.1.6.4. Document and record all pay items used on the project to substantiate the quantities for the progressive pay estimates.
- 3.1.6.5. Report to Owner whenever Engineer believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise Owner when it is believed the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3.1.6.6. Maintain orderly files of all construction contract documents required by ODOT, including correspondence, source of materials letters, reports of job conferences, shop drawings and sample submissions, all material tests and certifications received from contractor, Stormwater management plans, approved subcontractors lists, EEO Employee interviews, certified payrolls, project EEO bulletin board checklist, conference meeting minutes, change orders, field orders, and additional drawings issued subsequent to the execution of the Contract. Also include any Owner clarifications and interpretation of Contract documents, progress reports, progressive payments, change order documentation and other project related documents.
- 3.1.6.7. All shop drawings and other submissions from the contractor shall be reviewed by the Engineer with the exception of the Traffic Control plan which shall be reviewed by the Owner. Garver shall maintain a file of the drawings and submissions and check construction for compliance with the drawings.
- 3.1.6.8. Advise Contractor immediately of the commencement of any work requiring shop drawing if the submission has not been reviewed. No work requiring approved shop drawing will be aloud prior to said approval.
- 3.1.6.9. The Engineer will work with the designer for necessary clarifications (respond to RFIs) and forward said clarifications to the contractor.
- 3.1.6.10. Observe field tests, record and report to the Owner any data relative to the field tests that show non-compliance. Accompany visiting personnel representing public or other agencies that have jurisdiction over the project, record findings of these visits and report the same to the Owner.
- 3.1.6.11. If necessary, transmit to the contractor the Owner's interpretations of the contract documents.
- 3.1.6.12. Keep a daily observation report noting hours on the project site, weather conditions, list of visitors, number of men and equipment working, contractor daily activities, daily testing, and test reports received. These shall be submitted to the Owner weekly.
- 3.1.6.13. Prepare bi-weekly application for payment with the contractor for compliance with established procedures for submission and forward with recommendation to the Owner.



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- 3.1.6.14. Prior to the final inspection, submit to the contractor a list of observed items requiring correction.
  - 3.1.6.15. Attend final inspection with Owner personnel and others and prepare final punch list of items requiring correction.
  - 3.1.6.16. Verify that all of the items on the final punch list have been corrected and make recommendations to the Owner concerning final acceptance.
  - 3.1.6.17. Maintain a set of working drawings on which authorized changes are neatly noted in pen and deliver to the Owner and designer at the completion of the project. The designer will be responsible for the production of the project's record drawings based upon the working drawings and field notes provided by the Engineer.
- 3.2.       **Resident Engineering:**
- 3.2.1. Provide Resident Engineering Services to current ODOT Standards.
  - 3.2.2. Attend all pre-construction and construction conferences and meetings concerning the project. Document all decisions made at the pre-construction conference and ensure copies of the meeting minutes are sent to all participants of the conference.
  - 3.2.3. Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor concerning their acceptability.
  - 3.2.4. Review the contractor's quality control plan and provide comments as necessary.
  - 3.2.5. Provide overall contract management including monthly reports as requested by the Owner and ODOT. Engineer will monitor project progress and assign appropriate personnel to support contractor's schedule. Assist the Owner with processing contractor's pay estimates, change orders, and reports. When D.B.E. goals are included as a part of the construction contract requirements, the Engineer will monitor all D.B.E. requirements in accordance with ODOT's D.B.E. Contract Compliance Manual.
  - 3.2.6. Maintain a file of certified payrolls and EEO Employee interviews as required by the Davis-Bacon Act and ODOT Contract Compliance Manual. Certified Payrolls will be reported by the contractor and all subcontractors weekly.
  - 3.2.7. Submit FHWA form PR-1391 for each contractor and subcontractor in accordance with the ODOT Contract Compliance Manual.
  - 3.2.8. The Engineer will review documents as required and provide written comments and appropriate recommendations to the Owner.
  - 3.2.9. The Engineer will consider and evaluate contractor's suggestions for modifications in drawings, plans or specifications and report them with recommendations to the Owner by a letter with recommendations for interpretation. The Owner reserves the right of approval for all modifications.
  - 3.2.10. Transmit to the contractor decisions issued by the Owner.
  - 3.2.11. Assist in the preparation of change orders, supplemental agreements, force account documentation and other similar items necessary to properly document changed conditions or modified construction activities.
  - 3.2.12. The Engineer shall review and evaluate contractor claims within the times as provided in ODOT's Standard Specifications and shall respond to the Owner with analysis of all elements of the claim and recommendations as to denial, payment

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either in whole or in part, extension of time, or such other determinations as may be appropriate.

- 3.2.13. Provide documentation relative to questions of extra quantities or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as to specific problems encountered or observations of testing procedures.
  - 3.2.14. Consult with the Owner in advance of scheduled major tests, inspections or initiation of important phases of the work.
  - 3.2.15. Attend final inspection with Owner personnel and others and prepare final punch list of items requiring correction.
  - 3.2.16. Upon completion of the project, prepare and submit project records to the Owner for Audit.
4. **Extra Work:** The following items are not included with the scope of this agreement but such services are available from Engineer and will be considered as extra work:
- 4.1. Services in connection with work directive changes and change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
  - 4.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitution proposed by Owner.
  - 4.3. Services resulting from significant delays of Owner as a direct or indirect result of material, equipment or energy shortages.
  - 4.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Owner, (3) acceleration of the progress schedule involving services beyond normal working hours.
  - 4.5. Services in connection with change orders required by project through no fault of Engineer.
  - 4.6. Hydrologic or Hydraulic modeling of any kind.
  - 4.7. Subsurface utility excavation or potholing of existing utilities.
  - 4.8. Utility coordination or design of any utilities relocation
  - 4.9. Electrical design of any kind
  - 4.10. Construction staking/layout, or surveying.
  - 4.11. Preparation of easement documents or land acquisition services.
  - 4.12. Coordination with the City of Norman Floodplain Committee and preparation /submittal of a Floodplain Permit
  - 4.13. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
  - 4.14. Services after construction, such as warranty follow-up, operations support, etc.
- The scope for Additional Services may be authorized at a later time under separate work orders to the Master Agreement.



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**5. Limitations of Authority:** Except upon written instruction by the Owner, the Engineer:

- 5.1. Shall not authorize any deviation from the Contract documents or approve or substitute materials or equipment.
- 5.2. Shall not exceed limitations on the Owner's authority as set forth in the Contract Documents.
- 5.3. Shall not undertake any of the responsibilities of the Contractor, subcontractor, or Contractor's Superintendent, or expedite the work.
- 5.4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract documents.
- 5.5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
- 5.6. Shall not authorize the Owner to occupy the Project in whole or in part.
- 5.7. Shall not participate in specialized field or laboratory tests.

**6. Owner's Responsibilities:** As indicated in Master Agreement, and:

- 6.1. Design by the Owner, including field and property surveys.
- 6.2. Construction Materials Testing by Owner's representative.

**7. Payment to Engineer:**

The Owner will pay the Engineer, for time spent on the project, at the rates shown in the Master Agreement for each classification of the Engineer's personnel. The total amount paid to the Engineer under this agreement, Work Order #8, shall be **\$48,487.00**. The actual total fee for Work Order #8, may only exceed this estimate if authorized in writing by the Owner.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

- Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
- Direct cost plus 10 percent for subcontract/subconsultant fees.
- Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
- The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Any additional work beyond the scope of services defined in this Work Order, but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in the Master Agreement for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

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**8. Project Deliverables:**

- 8.1. Project Documentation
- 8.2. Daily Inspection Reports
- 8.3. As Constructed Drawings

**9. Subconsultants:** None.

**10. Other Amendments to Master Agreement:** None.

**11. Attachments:** Fee Estimate.

**12. Approval and Acceptance**

Approval and Acceptance of this Work Order, including attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner.

The Effective Date of the Work Order is \_\_\_\_\_, 2013.

Engineer:  
GARVER, LLC

Owner:  
CITY OF NORMAN

\_\_\_\_\_  
Signature  
Michael J. Graves

\_\_\_\_\_  
Signature  
Cindy Rosenthal

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Mayor  
Title