

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The Norman Municipal Authority (AUTHORITY) and Cabiness Engineering, LLC (CONSULTANT) for the following reasons:

1. AUTHORITY intends to construct a new roadway and bridge improvement project along the identified James Garner Avenue corridor (the Project); and,
2. AUTHORITY 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, AUTHORITY 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

AUTHORITY shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. AUTHORITY shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for all matters described in Attachment D, Authority's Responsibilities. AUTHORITY hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by AUTHORITY to CONSULTANT. If AUTHORITY does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, AUTHORITY shall obtain a license or right to use, including the right to sublicense to CONSULTANT. AUTHORITY 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. AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY of any action, right, or remedy otherwise available to the AUTHORITY 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 AUTHORITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to AUTHORITY. AUTHORITY shall require all Project contractors to include AUTHORITY, 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY'S sole risk and without liability or legal exposure to CONSULTANT. AUTHORITY 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 AUTHORITY and CONSULTANT.

ARTICLE 13 - AUTHORITYSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to AUTHORITY as part of the Services shall become the property of AUTHORITY; 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. AUTHORITY may terminate or suspend performance of this Agreement for AUTHORITY'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to AUTHORITY, and AUTHORITY 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 AUTHORITY 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 AUTHORITY 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:

AUTHORITY:

Tim M. Miles, P.E.
Capital Projects Engineer
Norman Municipal Authority
P.O. Box 370
Norman, OK 73070

Cabbiness Engineering, LLC :

Bret Cabbiness, P.E.
President
333 12th Avenue SE, Suite 200
Norman, OK, 73071

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of AUTHORITY and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between AUTHORITY 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 AUTHORITY 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 AUTHORITY 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

AUTHORITY 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 AUTHORITY 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 AUTHORITY'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 AUTHORITY and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than AUTHORITY and CONSULTANT.

IN WITNESS WHEREOF, AUTHORITY and Cabbiness Engineering, LLC have executed this Agreement.

DATED this ___th day of _____, 2017.

The Norman Municipal Authority
(AUTHORITY)

Cabbiness Engineering, LLC

Signature _____

Signature  _____

Name _____

Name J. Bret Cabbiness, P.E.

Title _____

Title President


Date _____

Date March 1, 2017

Attest:

Attest:

City Clerk


Secretary

Approved as to form and legality this ___ day of _____ 2017.

City Attorney

ATTACHMENT A SCOPE OF SERVICES

The Norman Municipal Authority (Authority) describes the basic scope of work to provide all engineering services necessary to prepare preliminary and final construction plans, specifications, and bid documents in accordance with the requirements of the Oklahoma Department of Transportation (ODOT) and provide technical assistance throughout the design and construction of the James Garner Avenue Project located in the central part of Norman (See Figure 1)

This project will extend James Garner Avenue from Acres Street to Flood Avenue north of Robinson Street with a boulevard type roadway section. Ultimately, this new road will have a direct connection from the north part of Norman to the downtown area. An initial conceptual study on this roadway extension began in the mid-1990s and was planned as a future project with ultimate design considerations included in the Robinson Street Underpass project.

The general civil engineering scope of work to be provided by the Cabbiness Engineering lead design team will include the following design aspects:

- Design the new James Garner Avenue as a boulevard type, two lane road with a landscaped center median from Flood Avenue to Acres Street.
- Design a feasible and functional roadway connection at Flood Avenue that will have an iconic entryway into Norman. Provide a conceptual design of the intersection for Authority or City review and approval prior to commencing the final design.
- Modify the current design of the new James Garner Avenue Bridge over Robinson Street to the latest ODOT specifications and incorporate feasible and functional aesthetics to the structure.
- Re-align the 10 foot wide Legacy Trail to the west side of the new James Garner Avenue roadway and re-connect to the existing trail near the intersection of Flood Avenue and Robinson Street. Also extend Legacy Trail from where it turns west on the south side of Robinson Street across the new James Garner Avenue Bridge and then west to the northeast corner of the Robinson Street/Flood Avenue intersection.
- Incorporate low impact design features, where applicable, into the roadway design, storm water improvements and landscaping.
- Provide a new decorative fence along the west right of way line of the BNSF Railroad for the project extents.
- Prepare all necessary construction documents for the ODOT to advertise, bid and award this project.

Tasks and sub-tasks to be performed to accomplish the scope of work will include the following:

Task 1 ~ Overall Project Management

1. Meet with the Authority, ODOT and stakeholders to discuss the project expectations and overall design concepts.
2. Provide the owner with monthly project updates of the work being performed by the design team. This includes project management of all sub-consultants, communication with stakeholders and coordination with all public entities related to this project.
3. Provide detailed project schedules and monthly updates of the project progress.
4. When requested, attend the City Council meetings or study sessions to provide updates on the project, attend all public meetings with stakeholders to discuss the project's design, and meeting with Authority or City staff.

Task 2 ~ Project Design

Conceptual Design Evaluation and Roadway Geometric design

1. Conduct a project reconnaissance to become familiar with the proposed improvements, the scope of work, and the area affected.
2. Perform a detailed topographic survey locating all adjacent property lines, fences, trees, utilities (above and underground), and other pertinent physical features. Survey data will include alignment ties to section corners, quarter corners or established survey monuments.
3. Generate and analyze up to three intersection configuration alternatives for Flood Avenue and James Garner Avenue connection using traffic data provided by the City of Norman and the Association of Central Oklahoma Governments (ACOG).
4. Perform link level traffic capacity analysis to determine appropriate roadway configuration along James Garner Avenue from Acres Street to Flood Avenue.
5. Meet with the Authority or City to discuss the conceptual design aspects, the results of the traffic capacity analysis and receive design direction.

Environmental Public Meeting

1. The design team will conduct a Public Meeting to present the conceptual plans and solicit input from the public on the proposed improvements. The design team will be responsible for preparing the PowerPoint presentation, display boards, co-present with Authority or City staff at the meeting, and prepare meeting minutes from notes and the audio recording of the meeting.

Preliminary Design Plans

1. The design team will prepare a NEPA footprint exhibit based on the Authority approved conceptual design for the project. The design team will also complete

the NEPA checklist form and submit it along with the NEPA footprint exhibit to the Authority or City for official submission to ODOT. ODOT will handle the environmental clearance process including all documentation necessary for the various studies required. The design team will attend kick-off meeting with ODOT Environmental Programs Division to discuss scope of work and environmental document requirements. We will assist, as needed, by answering questions and providing design information throughout the process.

2. The design team will conduct all required geotechnical field explorations and prepare a detailed study to assist in the roadway and bridge design. This will include the pedological survey to obtain all relevant soil information, including sulfate levels, needed for the design of the pavement. Soil borings will be made along the project alignment for both the roadway and bridge designs. An on-site engineer or geologist will assist with the soil bore logging, visual classification of the subsurface stratigraphy per the Unified Soil Classification System (USCS). The engineer will collect intermittent soil samples for both field and laboratory material testing. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Dry unit weight
 - d. Unconfined compressive strength on NX-core samples
 - e. Standard proctor testing of bulk subgrade samples
 - f. Resilient modulus testing of bulk subgrade samples

The design team will prepare a summary report of the geotechnical investigation to include:

- a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
- b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
- c. Foundation recommendations for the proposed bridge crossing, including abutment retaining walls. Lateral earth pressures will be provided when appropriate.
- d. Pavement thickness recommendations for the proposed roadway, including subgrade preparation and base requirements (when applicable).
- e. General discussion of expected construction related issues.
- f. Earthwork related recommendations for use during development of the plans and specifications.

3. The design team will develop preliminary design construction plans (30% complete) based upon the Authority or City approved conceptual design. The preliminary design will include:
 - a. Roadway horizontal alignment and vertical profile depicted on plan and profile sheets
 - b. Finalize Flood Avenue/Robinson Street intersection configuration. A traditional signalized intersection design fee has been assumed for this contract. If an alternate configuration is selected, additional design fees will be handled with a supplemental agreement.
 - c. Bridge general plan and elevation sheets
 - d. Storm water management and storm sewer design including low-impact design concepts
 - e. Roadway cross section sheets
 - f. Legacy Trail relocation and design compliant with current ADA guidelines
 - g. Landscaping and streetscape conceptual designs (median only)
 - h. Street lighting and pedestrian (trail) lighting
 - i. Preliminary construction sequencing plan

4. The design team will prepare a written analysis that includes design requirements (i.e., pavement design, drainage, etc.), all necessary calculations, and a detailed cost estimate. The design analysis will be submitted for written approval to the Authority or City before proceeding with the next milestone submittal of plans and specifications.

Right-of-Way and Utility Design Submittal (65% Complete Plans)

1. The design team will refine the Authority or City approved preliminary construction plans to a level of completeness to accurately depict the necessary right-of-way requirements for the project. This level of completeness is approximately 65% complete construction plans. The Right-of-Way and Utility Design plans will include:
 - a. Finalized roadway horizontal alignment and vertical profile depicted on plan and profile sheets
 - b. Pay item summaries and general notes
 - c. Refined bridge general plan and elevation sheets
 - d. Refined bridge superstructure, girders, deck and railing sheets
 - e. Refined bridge substructure sheets
 - f. Refined storm water management and storm sewer design including low-impact design concepts
 - g. Refined roadway cross section sheets
 - h. Refined Legacy Trail design compliant with current ADA guidelines
 - i. Refined landscaping and streetscape conceptual designs
 - j. Refined street lighting and pedestrian (trail) lighting
 - k. Refined construction sequencing plan

2. The design team will strive to avoid all existing utilities. However, it is anticipated some existing utilities will need to be relocated. If new utility corridors are to be established, these will require new right-of-way and easements necessary for construction. The design team will furnish required plans and specifications to each utility company affected as determined to be necessary to coordinate the project construction and utility relocations. The design team will request written approvals from all utility companies as to the accuracy of all facilities to remain in place shown on the plans.
3. The design team will prepare all necessary right-of-way plans and documents for the project including legal descriptions, plot plans and easement forms for the appraisers use during acquisitions. New easement staking will also be provided.
4. The design team will prepare a detailed cost estimate based upon the level of completeness of the construction plans. The cost estimate will be submitted for written approval to the Authority or City before proceeding with the next milestone submittal of plans and specifications.

Final Design (95% Complete Plans) Submittal

1. The design team will complete the project's final design of the James Garner Avenue plans and submit to the Authority or City, 95% complete construction plans for final review and approval. The final design plans will show all right-of-way information including existing and proposed right-of-way limits and platted property lines. The design team will prepare detailed plans including, but not limited to:
 - a. Title Sheet
 - b. Typical Sections Sheet
 - c. Pay Item Summaries and General Notes
 - d. Survey Data Sheets
 - e. Roadway Plan and Profile Sheets
 - f. Storm Water Plan and Profile Sheets
 - g. Trail Plan and Profile Sheets
 - h. Bridge General Plan and Elevations Sheets
 - i. Bridge Superstructure, Girders, Deck and Railing Sheets
 - j. Bridge Pier and Abutment Sheets
 - k. Street Lighting Sheets
 - l. Landscaping and Streetscape Plan and Detail Sheets
 - m. Miscellaneous Detail Sheets
 - n. Temporary and Permanent Erosion Control Plan Sheets
 - o. Construction Sequencing Plan and Detail Sheets

2. The design team will prepare final construction plans, special provisions and a construction cost estimate in accordance with the requirements of the ODOT policies and procedures.

Final Plans, Specifications and Estimate (P,S & E) Submittal

1. The design team will make final changes to the project's design as requested by the Authority or City and ODOT from their 95% complete plans review.
2. The design team will prepare the final plans, specifications, list of special provisions and a detail construction estimate for submittal to the Authority or City and ODOT. All final plans and specifications will be signed and sealed by a licensed Professional Engineer registered in the State of Oklahoma.

Task 3 ~ Bidding Services

1. The design team will provide the Authority and ODOT support services during the bidding for this project. Those support services include:
 - a. Attendance at the pre-bid meeting
 - b. Review all questions and comments presented at the pre-bid meeting and formulate written responses
 - c. Review bid tabulations and make recommendations as required
 - d. Prepare a written award recommendation letter as required

Task 4 ~ Construction Support Services

1. The design team will provide the Authority and ODOT support services during the construction of this project. Those support services include:
 - a. Attendance at the pre-work meeting
 - b. Review all questions and comments presented at the pre-work meeting and formulate written responses
 - c. Review all Requests for Information (RFI's) and formulate written responses for the Authority or City
 - d. Review all Shop Drawings and Submittals and formulate written responses for the Authority or City
 - e. Review all Change Orders (CO's) and formulate written responses for the Authority or City
 - f. Attend construction progress meeting as needed or requested by the Authority or City

Task 5 ~ As-Built Plan Services

1. The design team will provide the Authority or City and ODOT as-built construction drawing in electronic format (PDF's and CADD Files) at the completion of construction.

Scope of Work Assumptions

1. The Authority or City will provide all traffic counts and data needed for the traffic capacity analysis.
2. The Authority or City will coordinate with ACOG for their update of the regional traffic model to reflect a connection of James Garner Avenue to Flood Avenue north of Robinson Street.
3. ODOT Environmental Programs Division will prepare the environmental clearance documents and perform studies necessary per the NEPA process.
4. The Authority or City will provide notices for all public meetings in accordance with ODOT/NEPA public meeting requirements.

Additional Services To Be Added by Contract Amendment

1. Railroad Coordination: If required by the Authority or City or ODOT, coordination with the BNSF Railroad will be handled by the specialty consultant and the design team. This service will be paid on an hourly not to exceed basis.
2. Public (City of Norman) Utility Relocations: If required by the Authority or City or ODOT, public utility relocation designs will be handled by the design team. This service will be paid on an lump sum not to exceed basis.
3. Permitting: Any required local, state or federal permitting for public utilities will be handled by the design team. The utility owner (the City of Norman) will be responsible for payment of all fees for these permits.
4. Additional Topographical Survey: If required by the Authority or City or ODOT, any additional topographical survey will be added by a specific contract amendment. This service will be paid on an hourly basis with a not to exceed fee negotiated prior to commencement of work.

Figure 1.



**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 AUTHORITY 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 AUTHORITY 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:

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	March 2017
Conceptual Design Services	July 2017
Preliminary Design	December 2017
65% Plan-in-Hand (R/W & Utility Submittal)	May 2018
ROW Acquisition Documents Final	July 2018
Final Plans 95% - Not Bid Set	November 2018
Submit TIPs to ACOG	January 2019
Plans, Specifications and Estimate (P,S,& E) Submission	February 2019

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 AUTHORITY, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the AUTHORITY, 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 AUTHORITY agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$427,000.00 unless changed or modified by a mutually executed contact amendment between the AUTHORITY and the CONSULTANT.

The AUTHORITY 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:

James Garner Avenue Extension Design Fees	
Task 1 ~ Overall Project Administration	\$ 35,600.00
Task 2A ~ Preliminary Design	\$ 137,455.00
Task 2B ~ R/W & Utility Submittal (65% Complete Design)	\$ 133,641.25
Task 2C ~ Final Design (95% Complete Design)	\$ 75,416.25
Task 2D ~ Final Plans, Specifications & Estimate (P,S&E Submittal)	\$ 26,587.50
Task 3 ~ Bidding Services	\$ 4,800.00
Task 4 ~ Construction Support Services	\$ 6,000.00
Task 5 ~ As-Built Plans & Contract Closeout	\$ 7,500.00
Total Design Fees	\$427,000.00

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

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

**ATTACHMENT D
AUTHORITY'S RESPONSIBILITIES**

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

AUTHORITY'S RESPONSIBILITIES

1. The AUTHORITY 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 AUTHORITY shall be responsible for all permit fees.
3. The AUTHORITY 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 AUTHORITY 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 AUTHORITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The AUTHORITY shall furnish legal assistance as required in the preparation, review and approval of construction documents.
6. The AUTHORITY shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with AUTHORITY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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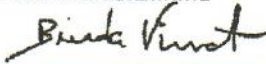
PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com															
	INSURED Cabbiness Engineering, LLC 333 12th Ave. SE, Suite 200 Norman, OK 73071	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company Ltd	11000	INSURER B: Twin City Fire Insurance Co	29459	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		84SBWIH7342 Prof. Liab. Excl.	04/15/2016	07/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		84SBWIH7342	04/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			84SBWIH7342	04/15/2016	07/15/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WEGZF6796	07/15/2016	07/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Valuable Papers			84SBWIH7342	07/15/2016	07/15/2017	Limit \$250,000 Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: K-1617-105 / James Garner Avenue This project will extend James Garner Avenue from Acres Street to Flood Avenue north of Robinson Street with a boulevard type roadway section.
OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees are included as additional insured on the above referenced policies when required by written contract. 30 day notice of cancellation for the certificate holder per policy endorsement.

CERTIFICATE HOLDER City of Norman Attn: Tim M. Miles, P.E. P.O. Box 370 Norman, OK 73070	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2017

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PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: aceclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Cabbiness Engineering, LLC 333 12th Ave. SE, Suite 200 Norman OK 73071	INSURER A: Beazley Insurance Company, Inc. 37540	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

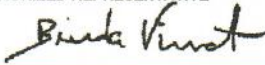
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			V15UFM160701	07/09/2016	07/09/2017	Per claim	\$1,000,000
							Aggregate	\$1,000,000
							Deductible	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 This policy is not project specific and therefore includes: K-1617-105 / James Garner Avenue This project will extend James Garner Avenue from Acres Street to Flood Avenue north of Robinson Street with a boulevard type roadway section.

CERTIFICATE HOLDER**CANCELLATION**

City of Norman Attn: Tim M. Miles, P.E. P.O. Box 370 Norman, OK 73070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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