

CABBINESS ENGINEERING SCOPE OF WORK
NORMAN'S DOWNTOWN STREETSCAPE CIVIL ENGINEERING
Project Number: STP-114E (300) EH State Job Number: J/P 28811(04)

The Legacy Trail Multimodal Path Extension is located in Northwest Norman along 24th Avenue NW and 36th Avenue NW. The proposed improvements will fill critical gaps along the existing trail that is utilized by pedestrians and bicyclists alike. The project will include the construction of a like themed concrete trail (approximately 10' wide) matching the existing trail configurations. The approximate 6,100 linear feet of trail gaps are located in three (3), undeveloped segments: two along 24th Avenue NW between Robinson Street and Rock Creek Road, and on along 36th Avenue NW between Rock Creek Road and Cascade Boulevard.

The civil engineering scope of work to be provided by Cabbiness Engineering will be limited to the following design aspects:

- Design a ten foot (10') wide, multimodal trail concrete trail matching existing segments of Legacy Trail.
- Trail design will need to meet current American with Disabilities Act (ADA) guidelines for Public Rights-of-Way Accessibility Guidelines (PROAG).
- Design new street lights that match the existing decorative lighting theme of the existing Legacy Trail.
- Provide overall project management of the civil engineering tasks listed above.

The specific tasks required for each design aspect discussed above will broken-down into the following categories and detailed on the attached fee proposal spreadsheet:

- Task 1 ~ Field Reconnaissance & Project Assessment
- Task 2 ~ Preliminary Engineering Design
- Task 3 ~ Final Design & Construction Documents
- Task 4 ~ Regulatory Permitting and Project Bidding
- Task 5 ~ Overall Project Design Management

Cabbiness Engineering Fee Proposal
City of Norman's Legacy Trail Multimodal Path Extension (along 24th Avenue NW and 36th Avenue NW)
Project Number: STP-114E (300) EH State Job Number: J/P 28811(04)

	DESCRIPTION OF WORK TASKS	PRINCIPAL	ENGINEER	ENGINEERING INTERN	DESIGNER	CADD TECHNICIAN	CADD DRAFTSMAN	SUMMER INTERN	CLERICAL	TOTAL HOURS	TOTAL LABOR
	Approved Hourly Billing Rates	\$155.00	\$135.00	\$98.00	\$85.00	\$65.00	\$45.00	\$35.00	\$35.00		
Task 1	Field Reconnaissance & Project Assessment										
a.	Project Kickoff Meetings with Owner and Staff	3	3						3	9	\$ 975.00
b.	Field Reconnaissance/Desktop Research										
	Field Reconnaissance	1	2					2	2	7	\$ 565.00
	Desktop and As-Built Plan Research		4					2	2	8	\$ 680.00
	Total	4	9	0	0	0	0	4	7	24	\$ 2,220.00
Task 2	Preliminary Engineering Design										
a.	Preliminary Horizontal/Vertical Trail Design	1	20					35		56	\$ 4,080.00
c.	Preliminary Plan & Profile Sheet Development	1	15					30		46	\$ 3,230.00
d.	Preliminary Cross Section Sheet Development	1	10					20		31	\$ 2,205.00
e.	Preliminary Quantities and Construction Cost Estimate	1	8					2		11	\$ 1,305.00
f.	Review Meetings with Owner & Staff	4	4						2	10	\$ 1,230.00
	Total	8	57	0	0	0	0	87	2	154	\$ 12,050.00
Task 3	Final Design & Construction Documents										
a.	Title Sheet and Project Location Map	1	2					4		7	\$ 565.00
b.	General Pay Item Notes and Construction Quantities	1	10					5	2		\$ 1,750.00
c.	Final Plan & Profile Sheet Development	1	15					40		56	\$ 3,580.00
d.	Final Cross Section Sheet Development	1	10					20		31	\$ 2,205.00
e.	Construction Details and Notes		6					4		10	\$ 950.00
f.	Construction Special Provision Specifications		5						2		\$ 745.00
g.	Final Review Meeting with Owner & Staff	2	2						1	5	\$ 615.00
h.	Complete Final Plans, Specifications and Project Estimate	1	15					25	1	42	\$ 3,090.00
	Total	7	65	0	0	0	0	98	6	151	\$ 13,500.00
Task 4	Regulatory Permitting and Project Bidding										
a.	Project Bidding Services (including pre-bid, addendums, bid review, bid tabulations & award recommendations)	4	4							8	\$ 1,160.00
	Total	4	4	0	0	0	0	0	0	8	\$ 1,160.00
Task 5	Project Design Management										
a.	Overall Project Management (20 weeks Concept/Completion)	15	25							40	\$ 5,700.00
	Total	15	25	0	0	0	0	0	0	40	\$ 5,700.00
Task 6	Direct Costs and Reimbursable Expenses										
a.	Printing/Equipment/Travel										\$ 1,750.00
b.	Topographical Survey										\$ 7,500.00
c.	Utilities Research and Due Diligence (LEads, LLC)										\$ 3,220.00
d.	Street Light Design (Traffic Engineering Consultants)										\$ 18,000.00
	Total	0	0	0	0	0	0	0	0	0	\$ 30,470.00
	TOTAL HOURS	38	160	0	0	0	0	189	15	377	
	Contract Labor Rate	\$155.00	\$135.00	\$98.00	\$85.00	\$65.00	\$45.00	\$35.00	\$35.00		
	TOTAL LABOR COSTS	\$5,890.00	\$21,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,615.00	\$525.00		\$ 65,100.00

A.	DIRECT COSTS	QUANTITY	UNIT	COST	TOTAL
1	Printing and reproduction	1.00	LS	\$ 500.00	\$ 500.00
2	Field Equipment, Computers, Design Software Costs	1.00	LS	\$ 1,000.00	\$ 1,000.00
3	Travel	1.00	LS	\$ 250.00	\$ 250.00
	TOTAL Direct Costs				\$ 1,750.00

B.	Pass Through Sub-Consultant Fees	QUANTITY	UNIT	COST	TOTAL
1	Lemke Land Surveying	1.00	LS	\$ 7,500.00	\$ 7,500.00
2	LEads, LLC	1.00	LS	\$ 3,220.00	\$ 3,220.00
2	Traffic Engineering Consultants	1.00	LS	\$ 18,000.00	\$ 18,000.00
	TOTAL Direct Costs				\$ 28,720.00

August 11, 2015



Bret Cabbusiness, PE
Cabbusiness Engineering
Email: bret@cabbusinessengineering.com

Re: **Survey Proposal – Approximately 6,075 feet of Proposed Sidewalk as part of the Legacy Trail System, City of Norman, Oklahoma**

Dear Mr. Cabbusiness,

Thank you for including us on your team and allowing us the opportunity to provide surveying services for the above described project. Lemke Land Surveying can provide a topographic design survey and will include the following scope of services:

- Contours at a minimum of one foot interval generated from a digital terrain model.
- Spot elevations at key locations.
- Visible utilities. The “Call Okie” system will be notified and a request to mark utilities will be made.
- Location of storm and sanitary sewer structures. Flowline information are not included as a part of this survey.
- Above ground visible improvements such as pavement, signs, structures, etc.
- Trees with general dripline and the outline of landscaped areas. Detail within landscaped areas will not be shown.
- Horizontal and vertical control will be referenced to the City of Norman Control Network which is based on the Oklahoma State Plane Coordinate System and NAVD 88 respectively.
- Delineation of the existing street right-of-way along the proposed route.
- The limits of the survey will be from the centerline of the street to the existing right-of-way for each project alignment.
- Deliverables will be a digital CADD file(s) containing the survey information and hard copy prints.

The cost of the survey will be based on a lump sum fee of \$7,500.00 with work commencing upon notice to proceed.

Again, thank you for this opportunity and should you have any questions, comments, or changes in scope, please feel free to give me a call.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Kelly J. Henderson', followed by a long horizontal flourish.

Kelly J. Henderson, PLS
Assistant Operations Manager
Lemke Land Surveying, LLC

L e m k e L a n d S u r v e y i n g

3226 Bart Conner Dr. Norman, OK 73072 405.366.8541 Fax 405.366.8540
7136 S. Yale Ave., Suite 120 Tulsa, OK 74136 P 918.895.9383 Fax 918.895.9768



OKLAHOMA DEPARTMENT OF TRANSPORTATION TRAFFIC ENGINEERING CONTRACT COST PROPOSAL

PROJECT NO. _____ SWO NO. _____ JOB PIECE NO. _____
 COUNTY Cleveland CITY Norman PROJECT NO. _____
 PROJ. LOC. Legacy Trail ORGANIZATION SUBMITTING PROPOSAL Traffic Engineering Consultants, Inc.
 PROJ. DESCRIPTION Project will include lighting for new trail segments on 24th Ave NW betw Robinson and Rock Creek Rd. and on 35th Ave NW betw Rock Creek Rd. and Tecumseh Rd.

DIRECT SALARY COSTS

Labor Description	Labor Catagory					
	Principal	Project Engineer	Sr. CADD Technician	CADD Technician	Clerical	
Fully Loaded Rate	\$ 165.00	\$ 110.00	\$ 85.00	\$ 61.00	\$ 50.00	

TRAFFIC ENGINEERING SERVICES		HOURS						Sub-Task	Task	Activity	Total Cost
5	Prepare Final Traffic Plans	54	33	40	30	5	0			161	\$ 18,000
	5.1 Develop Signal Sheets	0	0	0	0	0	0		8	\$0	
	5.1.1 Pay quantity sheets										
	5.1.2 Signal plan sheets										
	5.1.3 Phasing and sequencing sheets										
	5.1.4 wiring diagram sheets										
	5.2 Develop Lighting Sheets	46	33	40	30	0	0		149	\$16,450	
	5.2.1 Pay quantity sheets	4	2	2	1			9			
	5.2.2 Lighting plans sheets	32	24	32	24			112			
	5.2.3 Summary sheets	8	6	2	1			17			
	5.2.4 Lighting Detail sheets	2	1	4	4			11			
	5.3 Develop Traffic Control sheets	0	0	0	0	0	0		0	\$0	
	5.3.1 Pay quantity sheets										
	5.3.2 Traffic control plans										
	5.4 Develop Signing and Striping Plans	0	0	0	0	0	0		0	\$0	
	5.4.1 Pay quantity sheets										
	5.4.2 Signing and striping plans										
	5.4.3 Summary sheets										
	5.4.4 Special signing detail sheets										
	5.4.5 Monotube sign detail										
	5.5 Develop Cable Barrier Plans	0	0	0	0	0	0		0	\$0	
	5.5.1 Pay quantity sheets										
	5.5.2 Typical plan sheets										
	5.5.3 Cable barrier plan sheets										
	5.5.4 Summary sheets										
	5.5.5 Cable barrier detail sheets										
	5.5.6 Cross Section Sheets										
	5.6 Miscellaneous	8	0	0	0	5	0		4	\$1,550	
	5.6.1 Traffic survey plans										
	5.6.2 Traffic meetings	8				1					
	5.6.3 Printing & Reproduction					4		4			



August 12, 2015

Bret Cabbiness, PE
Cabbiness Engineering, LLC
333 12th Avenue SE, Suite 200
Norman, OK 73071
RE: Downtown Private Utility Coordination Proposal

RE: Proposal to Provide Utility Research, Due Diligence & Relocation Coordination for the City of Norman Legacy Trail Extension – 24th Avenue NW and 36th Avenue NW

Dear Bret:

As requested L Eads, LLC provides the following proposal for review and consideration by Cabbiness Engineering, LLC, hereafter known as Client. This proposal is comprised of the following sections:

1. Project Criteria
2. Project Prerequisites
3. Defined Scope of Services
4. Specific Exclusions from Defined Scope of Services
5. Fees and Reimbursable Expenses
6. General Terms and Conditions

1. PROJECT CRITERIA:

The Project is providing assistance in the Utility Research, Due Diligence & Relocation Coordination for the **City of Norman Legacy Trail Extension – 24th Avenue NW and 36th Avenue NW**.

2. PROJECT PREREQUISITIES:

This proposal assumes that the Client will furnish the following information with respect to the Project:

- A. Survey
- B. Proposed/Alternative Alignments
- C. Preliminary Plans
- D. Final Plans

3. DEFINED SCOPE OF SERVICES:

See Attached Exhibit A hereto. Each Task will be completed in accordance with a schedule approved by the Client (Tasks are sometimes herein referred to as "Services").

4. SPECIFIC EXCLUSIONS FROM DEFINED SCOPE OF SERVICES:

Outlined in Exhibit A.

5. FEES AND REIMBURSABLE EXPENSES:

- A. Hourly Fee for Defined Scope of Services: The Hourly Fee for this project is **\$115.00** and includes compensation for initial utility research, site visit, and review of survey for the purposes of verifying the utility ownership identified in the survey as well as conducting utility meetings and obtaining utility relocation proposals. The Hourly Fee noted herein accounts for labor, overhead and profit.
- B. Reimbursable Expenses: Reimbursable expenses are in addition to the fees outlined above and will

be invoiced at a multiple of 1.0 times the expense incurred. Reimbursable expenses include travel, mileage, lodging, printing and shipping.

C. Payment Terms:

- 1) Invoicing will be monthly on an hourly basis and payment is due thirty (30) days from the day the Client receives payment from the City of Norman for the tasks billed.
- 2) Invoices not paid when due will bear interest from the due date at the rate of 5% per annum.

6. GENERAL TERMS AND CONDITIONS:

The attached General Terms and Conditions are part of this proposal, as well as Exhibits "A" and "B".

This proposal supersedes all prior proposals and/or agreements between the parties, whether oral or in writing. If the foregoing is satisfactory, please print, date and sign this document in the space provided below and email back to me at lize@leadslcok.com. Receipt of this document with signature will constitute a formal contract between noted parties.

Submitted for approval by:



Accepted by:

Client

GENERAL TERMS AND CONDITIONS

1. MANNER OF PROVIDING SERVICES: L Eads, LLC shall provide all designated Services set forth in the Proposal:
 - A. In accordance with professional standards of practice applicable to such Services prevailing in the jurisdiction of the Project site.
 - B. In accordance with applicable laws, building codes, ordinances, rules and other regulations, including but not limited to those affecting the health, welfare and safety of the public, duly promulgated by state and local governmental authorities having jurisdiction over the Project.
 - C. As expeditiously as is consistent with professional skill and care.
2. LIMITATIONS: The obligations of L Eads, LLC to provide the Services set forth in the Proposal, and the responsibility of L Eads, LLC for any such Services so provided shall be subject to the following limitations, conditions, qualifications and exclusions:
 - A. Any relocation cost estimates, research, relocation schedules, and any other estimates or evaluations provided by L Eads, LLC to the Client shall constitute only L Eads LLC's best judgment with respect to the subject thereof. L Eads, LLC disclaims any warranties or representations that actual costs, budgets, etc. will be within or equal to the estimates or evaluations.
 - B. In any review by L Eads, LLC of relocation plans, surveys, atlases, etc. provided by a utility owner L Eads, LLC shall have no obligation to determine the accuracy, adequacy or completeness of such information.
 - C. L Eads, LLC shall be entitled to rely upon the accuracy and completeness of all reports, surveys, and information provided by the Client pursuant to this Proposal.
3. ADDITIONAL SERVICES: Additions or changes to the Defined Scope of Services, the Design Criteria, or other changes or delays which impact the Defined Scope of Services may result in additional services, the fees for which shall be set by mutual agreement at the time such additions or changes are requested, or, absent such agreement, at the following hourly rates:

Project Engineer/Manager	\$115.00
--------------------------	----------
4. CONFIDENTIALITY: L Eads, LLC shall maintain the confidentiality of the location of potential and selected sites for the Project, together with any other information supplied to L Eads, LLC by the Client and designated by the Client as confidential, except:
 - A. When such confidential information becomes generally known to the public through no fault of L Eads, LLC; or
 - B. To comply with the order of a court of competent jurisdiction.
5. INSURANCE: Upon ten (10) days from execution of contract
6. OWNERSHIP AND USE OF DOCUMENTS: All drawings, specifications or other documents deliverable to the Client by L Eads, LLC or its Consultants pursuant to this Proposal ("the Documents"), whether in electronic or non-electronic format, shall be the property of the Client, subject however, to the following:
 - A. All technology, skill, processes, knowledge and computer software developed or acquired by L Eads, LLC or its Consultants to manipulate the data which comprises the Documents shall be the property of L Eads, LLC or, as applicable, its Consultants.
 - B. The client may modify L Eads, LLC's work without the consent or additional compensations to L Eads, LLC; but in such event:
 - 1) The Client shall indemnify and hold L Eads, LLC and, if applicable, its Consultants,

harmless from all claims or liability which results from such reuse, including all costs and attorneys fees; and

- 2) The Client shall remove any reference to L Eads, LLC or its Consultant's name and/or logo on the documents.

EXHIBIT “A”

City of Norman Legacy Trail Extension – 24th Avenue NW and 36th Avenue NW

CONTRACT INCLUDES THE FOLLOWING:

Scope of Services:

1. Obtain a list of utility owners from Okie One Call and identify contact information for each utility owner listed by Okie One Call.
2. Request atlas and description of facilities (size, type, depth, etc.) from each utility owner by email or phone.
3. Identify above ground and underground facilities that may be impacted by the proposed improvements.
4. Conduct site visit to validate survey and further identify utility facilities that may be of concern.
5. Provide written recommendation and summary of findings to the Client for purposes of improving the Client's proposed design and to avoid unnecessary utility relocations.
6. Review the survey to identify utility owner facilities that need to be added to or clarified on the preliminary drawings.
7. Review the preliminary and final drawings to confirm that each utility owner's facilities are shown as accurately as the information provided allows and to identify any potential conflicts.
8. Coordinate with utility owner(s) and the Client to resolve any potential conflicts.

Total Estimated Hours = 28 hours @ \$115/hour = \$3,220

Not to Exceed Amount = \$3,220

CONTRACT DOES NOT INCLUDE THE FOLLOWING:

1. Providing an estimate of utility relocation costs.
2. Attending additional meetings.
3. Potholing of utility lines other than coordination with contractor.
4. Field verification of completion and accuracy of utility relocations.

EXHIBIT "B"

1. Prior to performing any services, L Eads, LLC shall obtain and keep in force, at its sole expense, insurance and upon request shall provide to the Client within ten (10) business days of execution of this Agreement a copy of the certificate, binder, declarations page or other satisfactory evidence for such insurance.
2. To the fullest extent permitted by law, L Eads, LLC shall indemnify and hold harmless Client and its agents, employees and representatives from and against all costs, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all other reasonable costs and expenses arising out of, in connection with, or resulting from L Eads, LLC's performance of the services under this Agreement, but only to the extent caused by the negligence or breach of contract by L Eads, LLC, its employees, agents, sub-consultant's or others for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to L Eads, LLC. L Eads, LLC's obligations under this Section 2 shall survive the expiration or termination of this Agreement.
3. The acceptance of final payment by L Eads, LLC pursuant to this Agreement shall constitute a full release, discharge and waiver of all rights and claims for compensation for services that L Eads, LLC may have against Client or its property under applicable common and statutory law. Upon receipt of final payment, L Eads, LLC shall, upon the request of Client, execute and deliver to Client any necessary lien waiver.
4. The relationship of Client and L Eads, LLC is that of Client and independent contractor and no employer-employee relationship is hereby created. Neither Client nor L Eads, LLC shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship, but instead all the rights and duties of each party shall be limited to those provided in this Agreement for independent contractual services. L Eads, LLC shall be solely responsible for the payment of all social security and unemployment taxes, wage withholding and any other requirements with respect to its employees.
5. In the event of a conflict between any provisions of this Agreement and anything in the exhibits attached hereto or in any of L Eads, LLC's documents, contracts, proposals, estimates or specifications, the terms and conditions of this Agreement shall prevail.
6. All notices, consents, approvals, requests, demands, and other communications (collectively, "Notices(s)") which may or are required to be sent, delivered, given or obtained pursuant to the terms of this Agreement shall be in writing and shall be given either by hand delivery, by prepaid United States certified mail, or by a reputable overnight delivery service that guarantees next day delivery and provides a receipt. All notices shall be addressed to the parties at their respective addresses set forth on the first page of this Agreement, as same may be changed from time to time. Either party may, by notice in the manner provided above, change its address for all subsequent Notices. All Notices given by certified mail shall be deemed given two (2) business days after they are so mailed. All Notices given by overnight delivery or hand delivery shall be deemed given on delivery. A party's failure or refusal to accept service of a Notice will constitute delivery of the Notice.
7. L Eads, LLC will perform the professional services in a timely manner consistent with sound engineering practices.
8. This agreement may be terminated by either party upon ten (10) days written notice. In the event of termination, L Eads, LLC shall be paid for services performed to the date the Agreement is terminated.

9. The law of the State of Oklahoma will govern the validity of the Agreement terms, their interpretation and performance.
10. This Agreement is binding upon the parties, their heirs, successors and assigns.
11. The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

THE FOREGOING PROVISIONS ARE PART OF THE AGREEMENT BETWEEN L Eads, LLC AND CLIENT.