

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 construct Lahoma Avenue between Gray Street and Nebraska Street (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project; 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 __the day of _____, 200__.

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:

Masoud Pajoh, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

(GARVER, LLC.):

Cort S. Westphal, P.E.
Project Manager
1016 24th Avenue NW
Norman, OK 73069

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 __ the day of _____, 200__.

The City of Norman
(OWNER)

GARVER, LLC.

Signature _____

Signature 

Name _____

Name RONALD S. PETRIE

Title _____

Title SR. PROJECT MANAGER

Date _____

Date 2/20/2017

Attest:

Attest:

City Clerk

Approved as to form and legality this ____ day of _____ 200__.

City Attorney

ATTACHMENT A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, design, preparation of temporary construction easement documents, and bidding services for improvements to **Lahoma Avenue from Gray Street to Nebraska Street**. Improvements will consist primarily of reconstruction of approximately 1,330 feet of Lahoma Avenue with a curb and gutter, asphalt section of roadway including storm sewer. Cross streets will be improved to the extent necessary to sufficiently tie in with Lahoma Avenue. Pedestrian curb ramps will be included with earthwork grading for future construction of sidewalks along the roadway. A floodplain permit and no-rise certification letter will be prepared for the portion of the project within the FEMA floodplain.

2.2 Surveys

Garver will subcontract with Durham Surveying who will be responsible for the surveying services for this project.

The project consists of 2,200± feet of roadway (Lahoma Ave. and cross streets) to be surveyed, with the extents being the present right of way of Lahoma Avenue, and 100 feet down cross streets. The project area will be extended to include the driveways up to the adjacent homes. Said area being a part of Section 30, Township 9 North, Range 2 West of the Indian Meridian (referred to herein as Project Area).

A Topographic Survey will depict existing above-ground features and marked underground utilities. The survey limits will extend from right of way to right of way of Lahoma Avenue and extending an additional 100 feet minimum along each cross street, beginning at the intersection of Lahoma Avenue and Gray Street and extending approximately 1,300 feet north to the intersection of Lahoma Avenue and Nebraska Street.

The Surveyor will supplement the above-defined survey to include one (1) foot contours based on a 50 foot elevation grid, or additional spot elevations as needed, to produce the existing contours for the Project Area. All above-ground, visible improvements will be identified on the Survey, including but not limited to, paved areas, parking spaces, sidewalks, roadway improvements, traffic signals, access, fences, utilities, and all significant observations located within the Project Area.

All utility easements, rights of way, or documents of record, provided to the Surveyor, will be reviewed and will be identified and noted. The survey fee includes subcontracting with a title company to provide existing plats, parcel deeds and any easements within the Project Area. The Surveyor shall request Oklahoma One-Call System, Inc. (OKIE) to mark all utilities within the Project Area. The Surveyor will locate all utility lines marked by OKIE and measure the flow line elevations for the storm sewer and sanitary sewer lines that lie within the Project Area. Atlas sheets from the City of Norman for water, sanitary sewer and storm sewer lines will be obtained and shown accordingly on the survey. The survey fee includes 1 trip to locate 5 exposed waterline crossings. The survey fee includes subcontracting with a utility location company to expose water line crossings by Potholing/Daylighting.

2.3 Geotechnical Services

Garver will subcontract with Terracon to provide geotechnical services necessary for the design of this project.

Field Program - The field investigation will consist of coring through the existing pavement and sampling the subgrade soils at four locations along the proposed street alignment. All borings will be

hand augured to a depth of 3 feet. One composite bulk soil sample will be collected from the soils within the top 3 feet. Once the soil samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Laboratory Testing - The samples will be tested in the laboratory under the direction of a geotechnical engineer to determine engineering properties and characteristics. Testing will include visual classification, moisture content, dry density, and Atterberg limits. Standard proctor moisture-density relationship (ASTM D 698) and California Bearing Ratio, CBR, (ASTM D1883) tests will be performed on the bulk composite sample. The following laboratory tests will be performed on the soil samples:

- Soil classification, including Atterberg limits and gradation
- Moisture content
- Moisture density test (ASTM D698, Standard Proctor)
- California Bearing Ratio, CBR, (ASTM D1883)

Items to be provided by Client - Items to be provided by the client include the anticipated traffic loadings of the new pavement and the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. Oklahoma One Call (OKIE) will be contacted for location of utilities within the public easements.

Engineering Analysis and Report - Based on the results of the analysis, an engineering report will be prepared that details the pavement design and the parameters used to develop the design. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Oklahoma. Based on the results of our evaluation, a final report will be prepared that details the results of the testing performed. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data
- Groundwater levels observed during and after completion drilling
- Boring location plan
- Encountered soils conditions
- Moisture density data and CBR data of the bulk soil sample.
- Subgrade preparation recommendations.

2.4 Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at the 60% plan milestone. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish 30%, 60% and 100% plans to the City for their review and comment.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

2.5 Environmental Services

Environmental services are not a part of this scope of work.

2.6 Hydrology and Hydraulics for Imhoff Creek

Flood Plain Permit - Garver will prepare and submit a floodplain permit to the City of Norman for review. The floodplain permit will document the revisions to the proposed roadway within the FEMA floodplain boundary. Garver's construction plan set will be reviewed to confirm that the proposed development will not affect the 100-year flood elevation of the stream. The completion of the permit to confirm that 100-year flood elevations have not been affected will be solely based on the plan set. No further studies are anticipated to be completed for this permit. Garver assumes that the roadway elevations, curb elevations and size and elevations for the stream crossing will not be modified within the limits of the 100-year floodplain boundary of Imhoff Creek.

No-Rise Certification - Garver will prepare and seal a certification that the proposed project will not cause a rise to the 100-year flood levels of Imhoff Creek. The completion of the certification to confirm that 100-year flood elevations have not been affected will be solely based on the plan set. No further studies are anticipated to be completed for this certification. Garver assumes that the roadway elevations, curb elevations and size and elevations for the stream crossing will not be modified within the limits of the 100-year floodplain boundary of Imhoff Creek.

2.7 Preliminary Plans (30%)

The preliminary plan submittal will include title sheet, typical sections, P&Ps including preliminary horizontal and vertical alignments, preliminary driveway improvements, survey information, preliminary construction toes/limits, preliminary cross sections and an opinion of probable construction cost. This preliminary plan submittal will be for the purpose of coordinating the proposed improvements with the Owner and developing an order of magnitude cost estimate for the project. Garver will not begin further design until the preliminary design is approved by the Owner in writing.

2.8 Right-of-Way and Utility Meeting Plans (60%)

The right-of-way and utility meeting (60%) plan submittal will include that from the preliminary plans including proposed storm sewer design, proposed right of way needs, temporary construction easement needs, utility owners/types with locations and an opinion of probable construction cost. This submittal will not include technical specifications or "front end" contract documents. Garver will not begin final design until the 60% plans are approved by the Owner in writing.

2.9 Property Acquisition Documents

Property acquisition documentation is not part of this scope of work. The City will utilize Right-of-Entry agreements with adjacent property owners for construction activities.

2.10 Permitting

Permitting necessary for the Army Corps of Engineers, FEMA and ODEQ is not included in this scope of work.

2.11 100% Plans

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The plan sheets to be included are as follows:

- Title Sheet
- Typical Sections
- Summary of Pay Quantities and Notes
- Drainage Area Map
- Drainage Record
- Summary of Drainage Structures

- Erosion Control Sheets
- Removal Sheets
- Plan and Profile Sheets (Lahoma Avenue and cross streets)
- Surfacing Details
- Drainage Structure Details
- Miscellaneous Details
- Cross Sections

Garver will also make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

2.12 Water and Sewer Relocation Design

Water and sewer relocation design is not part of this scope of work. Any work needed for this item will be performed on an "as-needed" basis and the lump sum fee amount will be submitted to the City by contract amendment.

2.13 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare construction contracts.
2. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
3. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
4. Support the contract documents by preparing addenda as appropriate.
5. Participate in a pre-bid meeting if necessary.
6. Attend the bid opening.
7. Prepare bid tabulation.
8. Evaluate bids and recommend award.

2.14 Partial Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Attend preconstruction meeting.
2. Prepare for and attend utilities coordination meeting.
3. Attend one (1) progress/coordination meeting with the Owner/Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

5. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Prepare and furnish record drawings from working drawings provided by the City.
7. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

Construction observation services will not be a part of this scope of work.

2.15 Project Deliverables

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

1. PDF submittal of the Geotechnical Report.
2. PDF submittal of the Preliminary Plans (30%) with opinion of probable construction cost.
3. PDF submittal of the Right-of-Way and Utility Meeting Plans (60%) with opinion of probable construction cost.
4. PDF submittal of the 60% Plans to each potentially affected utility company.
5. PDF submittal of the Final Plans with opinion of probable construction cost.
6. PDF submittal of the revised Final Plans with opinion of probable construction cost.
7. PDF submittal of the revised Final Plans to each potentially affected utility company.
8. PDF submittal of the Final Plans and Specifications to the Contractor.
9. PDF submittal of approved shop drawings/submittals from the Contractor.
10. PDF submittal of the set of Record Drawings.
11. Electronic files as requested by the City.
12. Hard copies as requested by the City.

2.16 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. Pavement Design beyond that furnished in the Geotechnical Report.
4. Design of water and sewer utility relocations.
5. Preparation of a detailed roadway storm sewer drainage report.
6. Retaining walls or other significant structural design.
7. Hydraulic and hydrologic modeling of Imhoff Creek.
8. Design of Imhoff Creek conveyance structures (i.e. channel, reinforced concrete boxes, etc.).
9. Design of Street lighting or other electrical design.
10. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
11. Preparation of Survey Data Sheets.
12. Preparation of property acquisition legal descriptions, exhibits, documents, or plans.
13. Front end sections of construction contract documents.
14. Construction materials testing.
15. Construction administration and inspection.
16. Review and comment on construction material submittals.
17. Construction observation.
18. Services after construction, such as warranty follow-up, surety work, etc.
19. Design of a sequence of construction or detour plan.
20. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
21. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

22. Coordination with the USACE and preparation/submittal of an Individual or Nationwide 404 permit.
23. Preparation of a report or presentation for the City of Norman Floodplain Committee.

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

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:

<u>Phase Description</u>	<u>Calendar Days</u>
Surveys	60 days from start date
Geotechnical Engineering	60 days from start date
Preliminary Plans (30%)	90 days from start date
Right-of-Way and Utility Meeting Plans (60%)	60 days from Approval of 30% Plans
Final Plans (100%)	30 days from Approval of 60% Plans



ATTACHMENT C
LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.
Garver Hourly Rate Schedule

Classification	Rates
<hr/> Engineers / Architects <hr/>	
E-1.....	\$ 99.00
E-2.....	\$ 114.00
E-3.....	\$ 138.00
E-4.....	\$ 161.00
E-5.....	\$ 197.00
E-6.....	\$ 246.00
E-7.....	\$ 324.00
<hr/> Planners / Environmental Specialist <hr/>	
P-1.....	\$ 119.00
P-2.....	\$ 149.00
P-3.....	\$ 185.00
P-4.....	\$ 210.00
P-5.....	\$ 243.00
P-6.....	\$ 277.00
<hr/> Designers <hr/>	
D-1.....	\$ 92.00
D-2.....	\$ 108.00
D-3.....	\$ 128.00
D-4.....	\$ 149.00
<hr/> Technicians <hr/>	
T-1.....	\$ 72.00
T-2.....	\$ 91.00
T-3.....	\$ 111.00
<hr/> Surveyors <hr/>	
S-1.....	\$ 44.00
S-2.....	\$ 58.00
S-3.....	\$ 78.00
S-4.....	\$ 112.00

S-5.....	\$ 149.00
S-6.....	\$ 169.00
2-Man Crew (Survey).....	\$ 180.00
3-Man Crew (Survey).....	\$ 224.00
2-Man Crew (GPS Survey).....	\$ 200.00
3-Man Crew (GPS Survey).....	\$ 244.00

Construction Observation

C-1.....	\$ 87.00
C-2.....	\$ 111.00
C-3.....	\$ 136.00
C-4.....	\$ 168.00

Management/Administration

M-1.....	\$ 324.00
X-1.....	\$ 57.00
X-2.....	\$ 77.00
X-3.....	\$ 107.00
X-4.....	\$ 136.00
X-5.....	\$ 167.00
X-6.....	\$ 210.00

Agreement for Professional Services
LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.

Garver Project No. 16077040

ATTACHMENT C

CITY OF NORMAN

LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services (Terracon)</i>	\$3,250.00
<i>Survey (Durham Surveying)</i>	\$9,500.00
Preliminary Plans (30%)	\$19,100.00
Right-of-Way and Utility Meeting Plans (60%)	\$27,650.00
Final Plans (100%)	\$37,900.00
Bidding Services	\$4,100.00
Subtotal for Title I Services	\$101,500.00

Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$5,800.00
Subtotal for Title II Services	\$5,800.00

ATTACHMENT C

CITY OF NORMAN

LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.

PRELIMINARY PLANS (30%)

WORK TASK DESCRIPTION	E-6	E-3	E-1
	\$246.00	\$138.00	\$99.00
	hr	hr	hr
1. Civil Engineering			
Title Sheet		0.5	4
Typical Sections		4	8
Plan & Profile Sheets		16	24
Cross Sections		4	24
Driveways		8	20
Drainage Improvements		2	8
Sidewalk Wheelchair Ramps		2	8
Coordination with Surveyor		4	8
Coordination with Utility Companies		1	8
Coordination and Meetings with Owner		2	2
Opinion of Probable Construction Cost		1	3
QC Review	2	4	
Subtotal - Civil Engineering	2	48.5	117

Hours **2** **48.5** **117**

Salary Costs \$492.00 \$6,693.00 \$11,583.00

SUBTOTAL - SALARIES: **\$18,768.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$232.00

Travel Costs \$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$332.00**

SUBTOTAL: **\$19,100.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$19,100.00**

ATTACHMENT C

CITY OF NORMAN

LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.

R/W AND UTILITY MEETING PLANS (60%)

WORK TASK DESCRIPTION	E-6	E-3	E-1
	\$246.00	\$138.00	\$99.00
	hr	hr	hr
1. Civil Engineering			
Preliminary Plans			
Title Sheet			1
Typical Sections		2	4
Plan & Profile Sheets		16	24
Cross Sections		16	40
Driveways		8	16
Drainage Improvements		16	40
Sidewalk Wheelchair Ramps		2	8
Signing Plans		4	8
Coordination with Geotechnical Subconsultant		4	
Coordination with Utility Companies		2	8
Coordination and Meetings with the City		2	2
Opinion of Probable Construction Cost		4	4
QC Review	4	4	
Subtotal - Civil Engineering	4	80	155

Hours **4** **80** **155**

Salary Costs \$984.00 \$11,040.00 \$15,345.00

SUBTOTAL - SALARIES: **\$27,369.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$181.00

Travel Costs \$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$281.00**

SUBTOTAL: **\$27,650.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$27,650.00**

ATTACHMENT C
CITY OF NORMAN
LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.

FINAL PLANS (100%)

WORK TASK DESCRIPTION	E-6	E-3	E-1
	\$246.00	\$138.00	\$99.00
	hr	hr	hr
1. Civil Engineering			
Final Plans			
Title Sheet			1
Typical Sections		1	
Summary of Pay Quantities and Notes		8	16
Drainage Area Map/Record		1	6
Summary of Drainage Structures		3	8
Erosion Control Plans		2	9
Removal Plans		2	4
Plan & Profile Sheets		8	16
Surfacing Details		8	16
Drainage Structure Details		4	16
Miscellaneous Details		2	8
Cross Sections		6	24
Driveways		4	8
Drainage Improvements		8	16
Sidewalk Wheelchair Ramps		1	3
Signing Plans		2	3
Coordination with Utility Companies		6	16
Coordination and Meetings with the City		2	2
SWPPP/Coordination with DEQ		4	
Specifications/Contract Documents	8	16	
Quantities		8	16
Opinion of Probable Construction Cost		4	2
QC Review	4	4	
Floodplain Permit and No-Rise Certification	3		8
Subtotal - Civil Engineering	15	104	198

Hours	15	104	198
Salary Costs	\$3,690.00	\$14,352.00	\$19,602.00

SUBTOTAL - SALARIES: \$37,644.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$108.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$256.00

SUBTOTAL: \$37,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$37,900.00

ATTACHMENT C

CITY OF NORMAN

LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.

BIDDING SERVICES

WORK TASK DESCRIPTION	E-3	E-1
	\$138.00	\$99.00
	hr	hr
1. Civil Engineering		
Dispense plans and specs to prospective bidders		2
Addendums/Inquiries	3	3
Pre-Bid Meeting	2	2
Bid Opening	2	2
Prepare bid tabulation		2
Evaluate bids and recommend award	3	
Prepare construction contracts	8	
Notice to Proceed	2	
Subtotal - Civil Engineering	20	11

Hours **20** **11**

Salary Costs \$2,760.00 \$1,089.00

SUBTOTAL - SALARIES: **\$3,849.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$100.00

Office Supplies/Equipment \$51.00

Travel Costs \$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$251.00**

SUBTOTAL: **\$4,100.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$4,100.00**

ATTACHMENT C

CITY OF NORMAN

LAHOMA AVE. - GRAY ST. TO NEBRASKA ST.

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-3	E-1
	\$138.00	\$99.00
	hr	hr
1. Civil Engineering		
Preconstruction Meeting	2	2
Utility Coordination Meeting	2	2
Progress Meetings with Contractor/City	3	3
Shop Drawings/Material Submittals	8	8
Record Drawings	4	8
Prepare Change Orders	2	4
Subtotal - Civil Engineering	21	27

Hours	21	27
Salary Costs	\$2,898.00	\$2,673.00
SUBTOTAL - SALARIES:		\$5,571.00
<u>DIRECT NON-LABOR EXPENSES</u>		
Document Printing/Reproduction/Assembly	\$129.00	
Travel Costs	\$100.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$229.00
SUBTOTAL:		\$5,800.00
SUBCONSULTANTS FEE:		\$0.00
TOTAL FEE:		\$5,800.00

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 studies, existing Synchro files, existing traffic data, 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 furnish the Engineer a current boundary survey with easements of record plotted for the project property.
5. Owner will provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
6. 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.
7. 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.