

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 signalize the intersections of 36th Avenue NW at Bart Conner Drive and 36th Avenue NW at Cascade Boulevard, and to install interconnection fiber optics for all signals on 36th Avenue NW between Robinson Street and Tecumseh Road. (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be __th day of _____, 2017.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT'S opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

OWNER:

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

CONSULTANT:

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

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Garver, LLC have executed this Agreement.

DATED this ___th day of _____, 2017.

The City of Norman
(OWNER)

Garver, LLC
(CONSULTANT)

Signature _____

Signature 

Name _____

Name Nicci Tiner

Title _____

Title Vice President

Date _____

Date 8/23/17

Attest:

Attest:

City Clerk


Secretary

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

City Attorney

APPENDIX A – SCOPE OF SERVICES

1. General

The OWNER requires the professional services of the CONSULTANT to facilitate intersection signalization at 36th Avenue NW and Bart Connor Drive and 36th Avenue NW and Cascade Boulevard. The engineering firm will analyze the intersection, prepare design plans, develop project specifications and bid package, and provide technical assistance throughout the construction. Generally, the scope of services consists of coordinating with the OWNER and ODOT (if needed); construction plans for two new fully actuated traffic signals, striping plans for the new project, and interconnection fiber optic cable on 36th Avenue NW from Robinson Street to Tecumseh Road (OWNER will provide fiber optic design); and construction assistance (as required).

Specific tasks will consist primarily of the following:

2. Kickoff Meeting and Site Visit

Following receipt of Notice to Proceed, the CONSULTANT will schedule a kickoff meeting and site visit with OWNER to determine key issues such as location of the controller, power source, and OWNER's preferences. Existing marked and visible utility locations will be noted so they can be incorporated into the plans.

3. Written Analysis

The CONSULTANT will review current traffic count data and analyze existing conditions to determine the signal phasing. If any known developments are planned along 36th Avenue NW, we will incorporate that information into our signal analysis. A written analysis of the signal phasing will be provided to the OWNER.

4. Surveys

The topographic survey will depict existing above-ground features and marked underground utilities. The existing rights-of-way will be located on the survey based upon recovered property monuments and record documents on file with the Cleveland County Clerk. During the research of these records, utility easements and landowners adjacent to the right-of-way will be identified and noted on the survey.

At the intersection of and 36th Avenue NW and Bart Conner Drive the survey limits will extend north for approximately 400-450 and south for 400-450 feet and include the west Right of Way (approximately 100 feet west of centerline), and the east ROW (approximately 75 feet east of centerline). This will also include going East on Bart Conner Drive from said intersection for 400-450 feet and surveying within the North and South ROW (50 feet north and 50 feet south of the centerline) of Bart Conner Drive.

At the intersection of 36th Avenue NW and Cascade Boulevard the project limits will extend north for approximately 400-450 feet and south for 400-450 feet and include the east and west ROW (approximately 75 feet east and 75 feet west of centerline). This will also include going West on Cascade Boulevard from said intersection for 400-450 feet and surveying within the North and South ROW (50 feet north and 50 feet south of the centerline) of Cascade Boulevard.

5. Coordination with Utilities

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

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

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

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

6. Preliminary Plans

The Preliminary design phase submittal will include 60% construction plans, technical specifications, and an opinion of probable construction cost for review by the OWNER. Plans will be developed to OWNER and Oklahoma Department of Transportation (ODOT) Standards. The preliminary design phase will include signal layout, phasing diagrams, wiring diagrams, striping plans, curb ramp improvements, and fiber optic interconnection. The CONSULTANT will not begin final design until the preliminary design is approved by the OWNER in writing.

7. Plan-in-Hand Meeting

The CONSULTANT will attend a plan-in-hand meeting with the OWNER and ODOT. Comments from this meeting will be incorporated into the final plans and minutes of the meeting will be provided to the OWNER.

8. Final Plans

Once the CONSULTANT receives comments from the Preliminary Plans and Plan-in-Hand meeting, final design will begin. The final plans will include the construction plans and specifications, quantity calculations, and opinion of probable construction cost.

9. Construction Services

The CONSULTANT will provide engineering assistance during construction and prepare as-built plans upon completion of the project, including computer aided drawings on disk.

10. Project Deliverables

The following will be submitted to the OWNER, or others as indicated, by the Engineer:

1. PDF submittal of all Meeting Minutes.
2. PDF version of preliminary construction plans, quantity calculations, and opinion of probable cost.
3. PDF version of final construction plans, quantity calculations, opinion of probable cost, and special provisions.
4. Electronic copies of final construction plans, quantity calculations, opinion of probable cost, and special provisions.
5. Electronic copy of as-built plans.

11. Extra Work

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

1. Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. 24-hour tube counts and peak hour turning movement counts
4. Design of any utility relocations
5. Utility potholing
6. Retaining wall or other structural design.
7. Coordination with the USACE and preparation/submittal of an Individual or Nationwide 404 permit.
8. Construction materials testing.
9. Construction administration and inspection.
10. Review and comment on construction material submittals.
11. Construction observation.
12. Front end sections of construction contract documents.
13. Plans for construction easements (temporary and/or permanent) or drainage easements.
14. Right-of-way acquisition documents.
15. Environmental Handling and Documentation including wetlands identification or mitigation plans for other work related to environmentally or historically (culturally) significant items.
16. Services after construction, such as warranty follow-up, surety work, etc.

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

ATTACHMENT B – SCHEDULE

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

<u>Phase Description</u>	<u>Calendar Days</u>
Kick-off Meeting/Site Visit	10 days from NTP
Preliminary Analysis	28 days from NTP
Surveys	42 days from NTP
Preliminary Plans	70 days from NTP
Plan-In-Hand Meeting	Determined by OWNER
Final Plans	21 days after OWNER comments and Plan-In-Hand

**THE CITY OF NORMAN
36TH AVE NW AT BART CONNER DR AND 36TH AVE NW AT CASCADE BLVD**

PROJECT DESCRIPTION:

The OWNER requires the professional services of the CONSULTANT to facilitate intersection signalization at 36th Avenue NW and Bart Connor Drive and 36th Avenue NW and Cascade Boulevard. The engineering firm will analyze the intersection, prepare design plans, develop project specifications and bid package, and provide technical assistance throughout the construction. Generally, the scope of services consists of coordinating with the OWNER and ODOT (if needed); construction plans for two new fully actuated traffic signals, striping plans for the new project, and interconnection fiber optic cable on 36th Avenue NW from Robinson Street to Tecumseh Road (OWNER will provide fiber optic design); and construction assistance (as required).

FEE SUMMARY:

Labor	Man-Hours	Total
1. Written Analysis	7	\$1,010.00
2. Preliminary Design	133	\$17,598.00
3. Final Design	27	\$3,970.00
3. Meetings	22	\$4,292.00
4. Administration	7	\$1,603.00
Total Labor	196	\$28,473.00

Expenses	Amount
1. Signalization	\$1,047.00
Total Expenses	\$1,047.00

Subconsultants	Amount
1. Jividen and Company, PLLC	\$15,730.00
Total Subconsultants	\$15,730.00

GRAND TOTAL LUMP SUM FEE:

\$45,250.00



APPENDIX C

36th Ave NW at Bart Conner Dr and 36th Ave NW at Cascade Blvd
Garver Hourly Rate Schedule: July 2017 - June 2018

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

Agreement for Professional Services

36th Ave NW at Bart Conner Dr and 36th Ave NW at Cascade Blvd

Garver Project No. 17017151

APPENDIX C

THE CITY OF NORMAN

36TH AVE NW AT BART CONNER DR AND 36TH AVE NW AT CASCADE BLVD

SIGNALIZATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	X-2
	\$254.00	\$203.00	\$166.00	\$142.00	\$118.00	\$102.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Written Analysis							
Compile Turning Movement Counts	0	0	0	0	1	0	0
Analyze Data	0	0	1	0	4	0	0
Submit Phasing for Approval	1	0	0	0	0	0	0
Subtotal - Civil Engineering	1	0	1	0	5	0	0
2. Preliminary Design							
Utility Coordination	0	0	2	0	0	0	0
Technical Provisions	0	0	2	0	4	0	0
Wheelchair Ramp Details	0	0	2	0	24	0	0
Signalization Plans	0	0	8	0	48	0	0
Quantities & Opinion of Probable Cost	0	0	1	0	16	0	0
QC Review	8	0	0	0	0	0	0
Plan Submittal and Corrections	0	0	2	0	16	0	0
Subtotal - Preliminary Design	8	0	17	0	108	0	0
3. Final Design							
Update Technical Provisions	0	0	1	0	2	0	0
Update Signalization Plans	0	0	2	0	8	0	0
Update Quantities & Opinion of Probable Cost	0	0	1	0	4	0	0
QC Review	4	0	0	0	0	0	0
Plan Submittal and Corrections	0	0	1	0	4	0	0
Subtotal - Final Design	4	0	5	0	18	0	0
4. Meetings							
Kick-off Meeting/Site Visit	2	0	2	0	0	0	0
Plan-in-Hand Meeting	0	0	0	2	0	0	0
Travel	8	0	0	8	0	0	0
Subtotal - Meetings	10	0	2	10	0	0	0
5. Administration							
Contract Preparation, Invoicing & Project Management	6	0	0	0	0	0	1
Subtotal - Administration	6	0	0	0	0	0	1

Hours	29	0	25	10	131	0	1
Salary Costs	\$7,366.00	\$0.00	\$4,150.00	\$1,420.00	\$15,458.00	\$0.00	\$79.00

SUBTOTAL - SALARIES: \$28,473.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$47.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$1,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,047.00

SUBTOTAL: \$29,520.00

SUBCONSULTANTS FEE: JIVIDEN AND COMPANY, PLLC \$15,730.00

TOTAL FEE: \$45,250.00

ATTACHMENT D - OWNER'S RESPONSIBILITIES

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

1. Owner will give thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Owner will make provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Owner will furnish the Engineer existing plans, previous signal warrant study, existing turning movement counts, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Owner will contact "Call Okie" to locate utilities for the site visit.
5. Owner will provide fiber optic plan sheets along 36th Avenue NW.
6. Owner will furnish the Engineer a current boundary survey with easements of record plotted for the project property.
7. Owner will provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Owner will give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events, which may substantially alter the Engineer's performance under this Agreement.
9. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.