

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 conduct a study and develop construction plans for roadway modifications and traffic signal improvements at the intersection of 12th Avenue NE and High Meadows Drive (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 _____, 2013.

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:

Michael Graves
Garver, LLC 1016 24th Avenue NW
Norman, Oklahoma 73069
(405) 329-2555 Office
(405) 329-3555 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 _____, 2013.

The City of Norman
(OWNER)

Signature _____

Name Cindy Rosenthal

Title Mayor

Date _____

Attest:

City Clerk

Garver, LLC
(CONSULTANT)

Signature _____

Name Michael Graves

Title Office Manager

Date 2-11-2013

Attest:

Deedra Smith
Secretary

Approved as to form and legality this 20 day of February 2013.

[Signature]
City Attorney

APPENDIX A – SCOPE OF SERVICES**1. General**

The City of Norman requires the professional services of an engineering firm to provide all engineering services necessary to prepare plans, specifications and bid package, and to provide technical assistance throughout the design and construction of the intersection improvements and signalization at 12th Avenue NE and High Meadows Drive. Generally, the scope of services consists of coordinating with the city and ODOT; preliminary analysis to develop improvement alternatives; construction plans for the selected alternative, and construction assistance. Specific tasks will consist primarily of the following:

2. Preliminary Analysis

For the preliminary analysis, Garver will consider several widening options to provide left turn storage such as widening to east, widening to west, and widening to both sides. Garver will assess the pros/cons of each option with regard to traffic, roadway design, right-of-way, drainage, and utility impacts.

2.1. Kick-Off Meeting

Immediately after receipt of a formal Notice to Proceed, we will request a kick-off meeting with the City of Norman to clearly define the project goals and reporting procedures, establish expectations and priorities, decide the needed level of involvement from other stakeholders (ODOT, FHWA, and adjacent property owners), and discuss the project schedule and submittal dates. We will also discuss the relevance of previous studies completed within the project area to determine the extent of available data that is valid for use in carrying out the goals of this project.

2.2. Site Visit/Field Observations

Garver will also conduct a site visit, which can occur on the same day as the kick-off meeting. This visit will be coordinated with the city so that key issues such as location of the controller and power source can be determined. Traffic observations will be made to determine any deficiencies/issues such as queuing or driveway access. Some of the items noted during the site visit include lane configurations, speed limits, signal phasing, and pedestrian facilities.

2.3. Develop Traffic Projections

Immediately after the kick-off meeting, we will gather available information (existing traffic counts, future developments, and land use information) to analyze existing conditions and project future conditions at the intersection. We anticipate that this information will be available from the city.

2.3.1. Traffic Counts

Traffic counts from the 2012 12th Avenue NE/Classen Boulevard corridor timing update will be utilized, therefore, additional 24-hour tube counts and peak hour turning movement counts will not be conducted. From this traffic data, a base model will be created for the intersection which will include AM, Midday, and PM peak hour volumes.

2.3.2. Future Traffic Projections

Garver will utilize historical traffic data to determine the annual growth rate for 12th Avenue NE through traffic. As the High Meadows Drive serves school traffic and a fully built out residential community, side street volumes are not expected to rise. This growth rate will be applied to the existing traffic counts to determine 2035 traffic volumes.

2.3.3. GIS Information

Garver will collect information from the city's GIS model. This information will include parcel information, utilities, zoning, and existing buildings to get an idea of the potential impact of the proposed improvement alternatives.

2.4. Operational Analysis

Using the 2011 and 2035 volumes, we will analyze the intersection using Synchro as well as a calibrated micro-simulation model (SimTraffic). Through our prior project experience, we generated Synchro models for the entire 12th Avenue NE corridor, so we will make sure that the new signal timing and phasing at High Meadows Drive are compatible with the entirety of the coordinated system. We will ensure that with our improvements, acceptable level of service will be maintained during all peak periods.

2.5. Geometric Analysis

Based on Garver's previous analysis of this intersection, we understand that a southbound left turn lane is needed. The length of this turn lane will be in accordance with ODOT criteria for auxiliary lanes. Additionally, the capacity analysis results from the 2035 Synchro models will be considered. The projected storage needed for the maximum school peak and the projected storage needed when not considering school peaking characteristics will be presented to the city for final determination of the left turn lane length.

Also, the geometric analysis will consider design aspects of the widening. Garver will analyze the advantages and disadvantages for widening equally on both sides versus widening from Lakecrest Drive to north of High Meadows Drive (potentially including entrances to Griffin Park and the city of Norman Recreation Center).

2.6. Utilities

Utilities will be identified and located utilizing atlases provided by the utility owners. During the alternative comparison, our efforts will focus on identifying potential utility conflicts and estimated cost of relocations.

2.7. Conceptual Plans

The conceptual plans will consist of schematic line diagrams on aerial photographs. This will include sidewalk improvements with ADA wheelchair ramps for the east and south approaches and widening to accommodate a southbound left turn lane. Three alternatives will be developed for the conceptual plans – widening to the east, widening to the west, and widening to both sides.

2.8. Project Cost

Costs will be a primary factor in determining the best alternative. Planning level cost estimates will be developed for each alternative.

2.9. Documentation

Alternative details, costs, and project impacts will be summarized to the city in report format. Based on the findings of this report, the city will select a preferred option for the design of construction documents.

2.10. Alternative Analysis Meeting

Once we have developed the preliminary alternatives for providing a new southbound left turn lane and have conducted a detailed written analysis of their respective advantages and disadvantages as well as costs, we will present them to the city for discussion. From this meeting, one alternative will be selected for design.

3. **Topographic Survey**

The topographic survey limits will be from the east right-of-way line to the west right-of-way line along 12th Avenue NE from the south edge of paving of Newburry Drive (approximately 1200' north of High Meadows) to the north edge of paving of Lakecrest Drive (approximately 500' south of High Meadows Drive). Along High Meadows Drive the survey will be from the north right-of-way line to the south right-of-way line and extend east from the intersection with 12th Avenue NE approximately 300 feet. The topographic survey will depict all existing above ground features and marked underground utilities. The existing rights-of-way will be located on the survey based upon record documents on file with the Cleveland County Clerk and existing street centerline and right-of-way monumentation. During the research of these records utility easements and landowners adjacent to the right-of-way will be identified and noted on the survey.

4. Right-of-Way Maps and Easements

Right-of-way plans will be prepared depicting the existing street centerlines and right-of-way lines, existing utility easements, and existing parcel lines of properties within the project limits. Proposed right-of-way lines will be included based upon information provided by the engineer.

Since the number of properties impacted by the project is not known at this time, our scope of services does not include the preparation of land acquisition documents consisting of legal descriptions and graphic exhibits for each of the proposed easement/right-of-way takes. This service can be added at a later date, if needed.

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.

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver will conduct coordination meetings among all known affected utility owners and facilitate the coordination efforts for any necessary utility relocation. 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 provide a review of utility relocation plans prepared by the affected utilities. Garver 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. Construction Plans

The design and preparation of construction plans which will include roadway modifications, drainage improvements, and signalization. The roadway modifications will consist of provisions for a southbound turn lane, milling and overlay, demolition plans, permanent striping, a traffic control plan, sidewalk/ramp improvements to accommodate crosswalks on the east and south approaches, and improvements to the sidewalk/trail on the west side of 12th Avenue NE. The modification of drainage infrastructure will include elimination of the grate along the High Meadows approach, inlet replacement, and any other impacted elements

of the existing storm water sewer system. The traffic signal plan will consist of audible pedestrian signals, phasing diagram, wiring diagram, fiber optic interconnect from Robinson Street to Rock Creek Road, and street name sign details. A Storm Water Pollution Prevention Plan will be included. Quantities and pay item notes will also be included. The construction plans will be to City of Norman and ODOT standards.

6.1. Preliminary Plans

The preliminary design phase submittal will include 60% construction plans for review by the Owner. In particular, the preliminary plans will include typical sections, horizontal and vertical alignments, geometric layouts, right-of-way impacts, major utility conflicts, signal plans, and an order of magnitude cost opinion. This submittal will not include technical specifications.

After submittal of the 60% preliminary plans, Garver will attend a plan-in-hand meeting with the City of Norman and the Oklahoma Department of Transportation (ODOT).

6.2. Final Plans

Once Garver receives comments from the Preliminary Plans and Plan-in-Hand meeting, final design will begin. The final design phase submittal will include 90% construction plans and 100% construction plans.

6.2.1. 90% Plans

Comments from the 60% plans and plan-in-hand meeting will be incorporated into the 90% plans. Garver will attend a meeting with the city and ODOT once the 90% plans have been submitted.

6.2.2. 100% Plans

The final plans will include the construction plans and specifications, quantity calculations, and opinion of probable construction cost. The Engineer will also make any needed plan changes as a result of the Owners review. Garver will attend a meeting with the city once the final plans have been submitted.

7. **Construction Phase Services**

Garver will attend the pre-bid meeting and issue addenda if needed. Minimal effort by the Garver is anticipated during the ODOT bid process.

The construction contract will be administered and inspected by ODOT with minimal effort required by Garver. During the Construction Phase the Garver will:

- Attend the preconstruction meeting.

- Issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- Participate in final project inspection.
- Prepare record drawings based upon red-line mark ups provided by the City of Norman.

8. Project Deliverables

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

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

9. 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. Construction materials testing.
7. Construction administration and inspection.
8. Front end sections of construction contract documents.
9. Plans for construction easements (temporary and/or permanent) or drainage easements.
10. Right-of-way acquisition documents.
11. Environmental Handling and Documentation.

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>
Kick-Off Meeting	10 days from NTP
Submit Written Preliminary Analysis	90 days from NTP
Submit Preliminary (60%) Plans	60 days from approval of preliminary analysis
Submit Pre-Final (90%) Plans	60 days from plan-in-hand meeting
Submit Final (100%) Plans	10 days from 90% plan meeting
Construction Phase Services	As needed

**THE CITY OF NORMAN
12TH AVENUE NE AND HIGH MEADOWS DRIVE**

PROJECT DESCRIPTION:

The City of Norman requires the professional services of an engineering firm to provide all engineering services necessary to prepare plans, specifications and bid package, and to provide technical assistance throughout the design and construction of the intersection improvements and signalization at 12th Avenue NE and High Meadows Drive.

FEE SUMMARY:

Labor	Man-Hours	Total
1. Preliminary Analysis	189	\$19,752.00
2. Construction Plans - Signal	86	\$9,492.00
3. Construction Plans - Roadway	308	\$32,172.00
4. Utility Coordination	49	\$5,526.00
5. Construction Phase Services	19	\$2,016.00
6. Project Management	3	\$433.00
Total Labor	654	\$69,391.00

Expenses	Amount
1. Preliminary Analysis	\$98.00
2. Construction Plans - Signal	\$108.00
3. Construction Plans - Roadway	\$178.00
4. Utility Coordination	\$99.00
5. Construction Phase Services	\$84.00
6. Project Management	\$17.00
Total Expenses	\$584.00

Subconsultants	Amount
1. Subconsultant - Lemke Surveying, Inc.	\$10,000.00
Total Subconsultants	\$10,000.00

GRAND TOTAL LUMP SUM FEE:

\$79,975.00

ATTACHMENT D - OWNER'S RESPONSIBILITIES

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

1. Giving 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. Making 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. Furnishing 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. Furnishing the Engineer a current boundary survey with easements of record plotted for the project property.
5. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
6. Giving 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.