

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Freese and Nichols, Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to design Rock Creek Road Improvements (the Project); and,
2. OWNER requires certain professional planning, 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 ____ day of May, 2014.

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:

John Clink, P.E.
Capital Projects Manager
City of Norman
201 West Gray, Bldg. A
Norman, OK 73069

CONSULTANT:

Chris Bosco, P.E.
Freese and Nichols, Inc.
Vice President/Principal
4055 International Plaza, Ste 200
Fort Worth, Texas 76109

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 Freese and Nichols, Inc. have executed this Agreement.

DATED this ____ day of May, 2014.

The City of Norman
(OWNER)

Signature _____

Name Cindy Rosenthal

Title Mayor, City of Norman

Date _____

Attest:

City Clerk

Freese and Nichols, Inc.
(CONSULTANT)

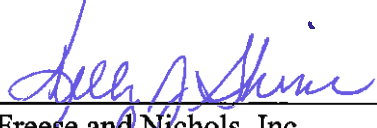
Signature 

Name Chris Bosco, P.E.

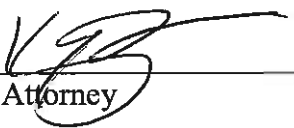
Title Principal

Date 5-9-14

Attest:


Freese and Nichols, Inc.
Contract Administrator

Approved as to form and legality this 22 day of May, 2014.


City Attorney

**Attachment A, Scope of Services
Rock Creek Road Improvements**

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the OWNER and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

The project objective is the design the reconstruction of Rock Creek Road Improvements from Grandview Avenue to 36th Avenue NW. The project will include street reconstruction, landscape enhancements, drainage improvements, and roundabout design.

WORK TO BE PERFORMED

Task 1.	Design Management
Task 2.	Conceptual Design
Task 3.	Preliminary Design
Task 4.	Final Design
Task 5.	Record Drawings
Task 6.	ROW/Easement Services
Task 7.	Survey Services
Task 8.	Additional Services

TASK 1. DESIGN MANAGEMENT.

CONSULTANT will manage the work outlined in this scope to ensure efficient and effective use of CONSULTANT's and OWNER's time and resources. CONSULTANT will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the OWNER's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff/chartering meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements
- Conduct and document project coordination and review meetings (up to six (6) meetings) with OWNER Project Manager
- Prepare and submit monthly progress reports

- Prepare and submit project schedule updates with progress reports
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

ASSUMPTIONS

- 6 project coordination meetings are included in this scope of services for all phases.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Monthly schedule updates

TASK 2. CONCEPTUAL DESIGN (30 PERCENT).

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule.

The purpose of the conceptual design is for the CONSULTANT to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the OWNER's endorsement of this concept.

CONSULTANT will develop the conceptual design of the infrastructure as follows.

2.1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, City Master Plans, and property ownership information.

2.2. The Roadway Design Conceptual Design Package shall include the following:

- Conduct project site visits to observe existing conditions
- Existing typical sections of the roadway will be prepared
- Proposed typical sections which outline the proposed improvements. Typical sections shall include existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, sidewalks, and retaining walls.
- Develop a project schematic layout to facilitate project communications and for use as public meeting exhibits
- 30% Conceptual Roadway Plans

- Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits.
- Traffic Control Plan: Develop a construction phasing plan to be used for development of a detailed traffic control plan to be included in the 60% plan set.
- Develop proposed roundabout plan view geometry
- Conceptual plan and profile sheets showing existing and proposed horizontal roadway alignments, existing and proposed ROW, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, city owned and franchise utilities, and existing roadway vertical alignments (profiles).
- Drainage System Analysis including research of existing drainage system record drawings, development of drainage area map, storm drainage calculations, and preparation of plan-view storm drain layout.
- Estimates of probable construction cost.

2.3. The utility management shall include the following:

- Attend franchise utility meetings for the project (up to 2 meetings).

2.4. Geotechnical Investigation/Pavement Design

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made. In addition to the above investigations, borings and appropriate field and laboratory analysis will be made at reasonable intervals along the project alignment for the Contractor's use in determining soil conditions for preparing bids and a Trench Safety Plan.
- The pavement borings for the project was estimated at 4 borings at a depth of 10' below grade for subgrade recommendations and pavement design.
- The CONSULTANT shall prepare a detailed geotechnical engineering study and pavement design.

2.5. Environmental Services

- Environmental documentation will be developed and submitted for review and approval by ODOT. All forms and applications will be completed necessary to receive ODOT approval.
- The environmental document will include jurisdictional waters and wetland evaluation, threatened and endangered species habitat assessment and studies, hazardous waste site assessment, archaeological resource survey and report preparation, coordination with DEQ, Stormwater plan and permit, and agency coordination.
- Submitting revised forms for agency review and responding to agency comments and requests.

2.6. Environmental Public Meeting:

- After the conceptual design package has been reviewed and approved by the OWNER, the CONSULTANT shall prepare project exhibits, and attend the Environmental Public Meeting to help explain the proposed project to residents. The OWNER shall select a suitable location, prepare and mail the invitation letters to the affected property owners.

ASSUMPTIONS

- 2 sets of full size 22x34 plans and 18 sets of 11x17 size plans will be delivered for the 30% design, including 8 sets for ODOT Plan in Hand Meeting.
- Attend Environmental Public Meeting
- 3 plots of the project Schematic Design Layout will be submitted with the conceptual deliverables.
- Attend Plan in Hand Meeting

DELIVERABLES

- A. Conceptual Design Package
- B. Prepare exhibits for public meeting
- C. Engineering Report
- D. Geotechnical Report
- E. Environmental Document

TASK 3. PRELIMINARY DESIGN (60 PERCENT).

Preliminary plans and specifications shall be submitted to OWNER per the approved Project Schedule.

CONSULTANT will develop the preliminary design of the infrastructure as follows.

3.1. Development of Preliminary Design Drawings and Specifications shall include the following:

- Traffic Control Plan updated to reflect any changes as a result of the conceptual design submittal while also including all construction signage and pavement markings which will be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
- A Project Control Sheet, showing all Control Points, used or set while gathering data.
- Roundabout intersection design sheets will be prepared including geometric layout, intersection profiles, roundabout signage and marking plan.
- Landscaping and irrigation plans will be plan/plan and will identify the planning materials, and paving texturing and material types. These plans will also include dimensioning control for the location of planting materials and hardscape elements (This scopes assumes that landscaping will only be included at the roundabout intersection).
- The street lighting plans will include preparation of street lighting plans including electrical service locations, conduit locations, street light locations, and foundation details in accordance with the City of Norman street light standards. The intent of the illumination design will be to illuminate the road to the level of 0.9 to 1.2 foot-candles with approximately a 4:1 average to minimum ratio in accordance with the IES Recommended Practices circular RP-8 recommendations for medium to high pedestrian traffic, collector type roadways. The roundabout lighting will be designed in accordance with IES Design Guide, "DG-19-08; Design Guide for Roundabout Lighting". Roadway light poles will be placed along alternating outer edges of the roadway. This will allow the lighting design will place 25 to 35 foot tall light poles

on either side of the roadway at a spacing of approximately 120 feet to 180 feet apart. The power design for the project area will include the design for the electrical distribution system for the lighting system described above.

- Updated existing and proposed typical section sheets.
- Updated roadway plan and profile sheets displaying station and coordinate data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required.
- Intersection layout sheets including ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, lane dimensions and arrows, and existing and proposed contours.
- Preliminary roadway details to include curbs, curb expansion joints, driveways, sidewalks, and pavement details.
- CONSULTANT will delineate the watershed based on contour data and field verification and document existing street, right-of-way and storm drain capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available contour data with the contours labeled. Calculations regarding street and right-of-way capacities and design discharges at selected critical locations will be provided. Capacities of existing storm drain will be calculated and shown. All calculations shall conform to OWNER criteria.
- Storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- Preliminary signing and pavement marking plans including dedicated bike lanes.
- Preparation of draft specifications

3.2. Constructability Review

- Prior to the 60 percent review meeting with the OWNER, the CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.

3.3. Utility Clearance

- The CONSULTANT will consult with the OWNER's Utility Coordinator to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. If necessary, CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. The OWNER will provide locating and potholing services if needed to locate potential conflicts with existing underground utilities.

ASSUMPTIONS

- All storm drain calculations and design shall conform to the OWNER design criteria.
- 2 sets of full size 22x34 size plans and 10 sets of 11x17 size plans & specifications will be delivered for the 60% design.

DELIVERABLES

- A. Preliminary Design drawings and specifications, including summary sheets
- B. Estimates of probable construction cost
- C. Composite Utility Drawing

TASK 4. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

- Upon approval of the Preliminary plans, CONSULTANT will prepare construction plans as follows:
- Final draft construction plans (90%) and specifications shall be submitted to OWNER per the approved Project Schedule.
- Following a 90% construction plan review meeting with the OWNER, the CONSULTANT shall submit Final Plans (100%) to the OWNER per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by an engineer registered in State of Oklahoma.
- The CONSULTANT shall submit a final design estimate of probable construction cost with both the 90% and 100% design packages.
- Attend the pre-bid meeting in support of the OWNER.

ASSUMPTIONS

- 2 sets of full size 22x34 size drawings, 6 sets of 11x17 size drawings and 6 specifications will be delivered for the 90% Design package.
- 3 sets of full size 22x34 size drawings and 12 sets of 11x17 size drawings
- 6 half size sets and 1 full size set for submission to ODOT.

DELIVERABLES

- A. 90% construction plans and specifications.
- B. 100% construction plans and specifications.
- C. Detailed estimates of probable construction costs including summaries of bid items and quantities.

TASK 5. RECORD DRAWINGS.

CONSULTANT will support the construction phase of the project as follows.

5.1 Record Drawings

- The CONSULTANT shall prepare record drawings from information submitted by the inspector and/or Contractor. The drawings shall be submitted as full size (22" x 34") mylar drawings and PDF format.

ASSUMPTIONS

- Construction phase services other than preparation of record drawings are not included in this scope but can be provided as an additional service at the request of the OWNER.

DELIVERABLES

- A. Record Drawings

TASK 6. ROW/EASEMENT SERVICES.

CONSULTANT will support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the OWNER's Project Manager.

6.1. Right-of-Way Research

- The CONSULTANT shall determine rights-of-way, easements needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the OWNER.

6.2. Right-of-Way/Easement Preparation and Submittal.

- The CONSULTANT shall prepare survey documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.

ASSUMPTIONS

- CONSULTANT shall prepare up to four (4) survey documents.
- Property appraisals and negotiation of property acquisition is not included in this scope.

DELIVERABLES

- A. Right of way survey exhibits with metes and bounds provided on OWNER form.

TASK 7. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES.

CONSULTANT will provide survey support as follows.

7.1. Design Survey

- CONSULTANT will perform field surveys to collect horizontal and vertical control references to the City of Norman control network which is based on the Oklahoma State Plane Coordinate System, Zone Oklahoma South. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and identify species of trees), and other features relevant to the final plan sheets.
- The "Call Okie" service will be notified and a request made to mark utility lines.
- Location, size, and elevation of the two drainage structures immediately north and south of Rock Creek Road along 36th Avenue NW for possible outfall locations.

- The survey limits will extend within the existing right-of-way of Rock Creek Road and extend 300 feet beyond the Grandview Avenue intersection and continue to the east to the west ROW line of 36th avenue. The Survey will extend 100 feet in all direction at each intersection.
- Right-of-way will be established along both sides of the project with “Survey Data Sheets” being produced showing the project centerline, existing ROW, easements of record, ownership information, and survey control information.

ASSUMPTIONS

- Subsurface utility engineering and locates to be provided by the OWNER.

DELIVERABLES

- A. Copies of field survey data will be provided by a licensed surveyor.

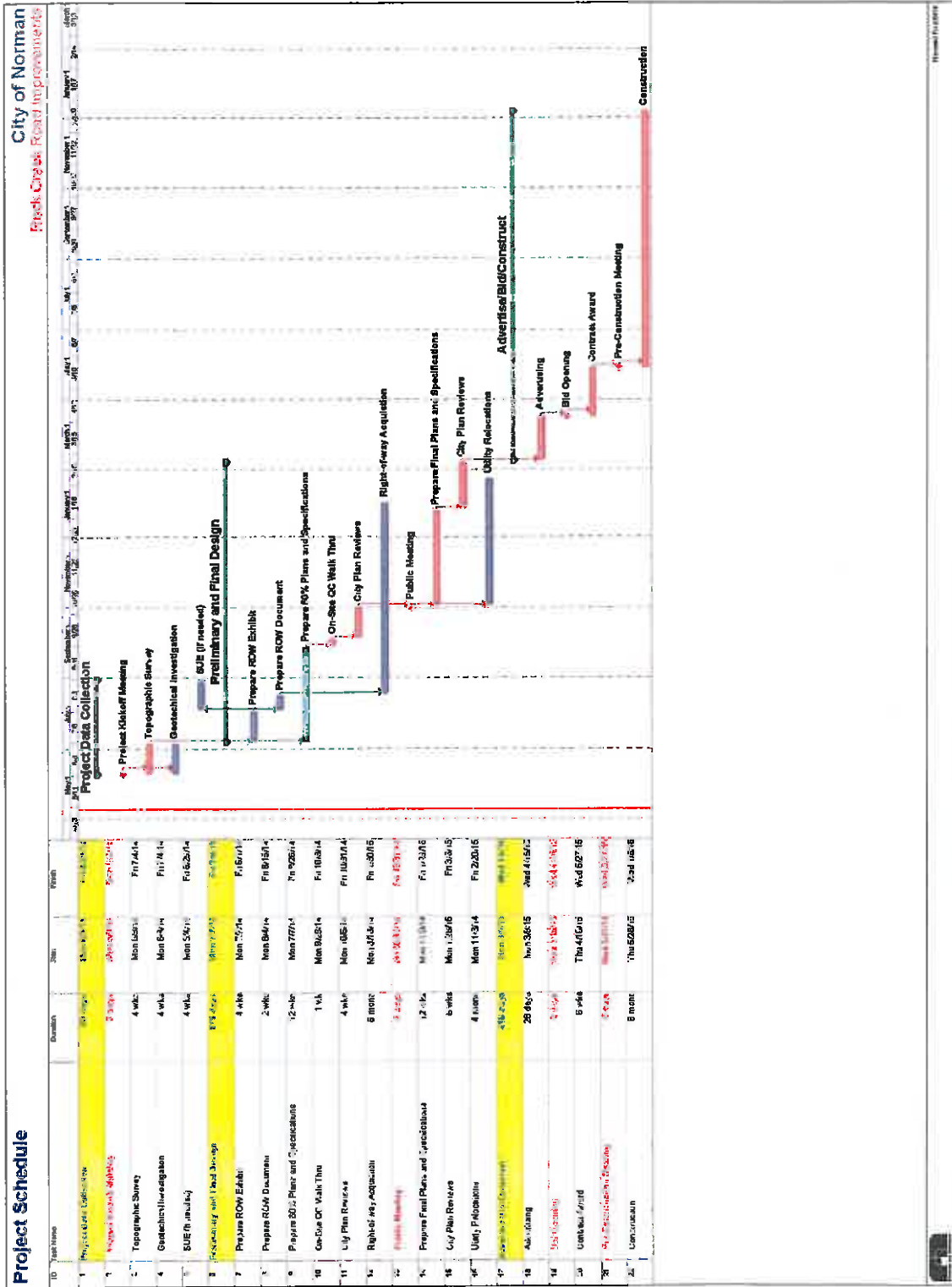
TASK 8. ADDITIONAL SERVICES.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – OWNER and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the OWNER’s written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to development of the OWNER’s project financing and/or budget.
- Performance of miscellaneous and supplemental services related to the project as requested by the OWNER.
- Development of 3D Renderings and animations.
- Obtaining additional survey.

Attachment B, Schedule Rock Creek Road Improvements



**Attachment C, Compensation
Rock Creek Road Improvements**

**FEE PROPOSAL SUMMARY
ROCK CREEK ROAD IMPROVEMENTS**

BASIC SERVICES (LUMP SUM)

Task 1: Design Management	\$ 13,110
Task 2: Conceptual Design	\$ 37,570
Task 3: Preliminary Design	\$ 58,770
Task 4: Final Design	\$ 36,080
Task 5: Record Drawings	\$ 2,450
Task 6: Survey Services	\$ 16,500

BASIC SERVICES (LUMP SUM) \$ 164,480

SPECIAL SERVICES (NOT-TO-EXCEED)

Task 7: ROW/Easement Services	\$ 5,280
Task 8: Additional Services	\$ 20,000

SPECIAL SERVICES (NOT-TO-EXCEED) \$ 25,280

REIMBURSABLE EXPENSES (NOT-TO-EXCEED)

Expenses	\$ 13,640
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REIMBURSABLE EXPENSES (NOT-TO-EXCEED) \$ 13,640

LUMP SUM TOTAL \$ 164,480

NOT-TO-EXCEED TOTAL \$ 38,920

PROJECT TOTAL \$ 203,400

Attachment C, Compensation Rock Creek Road Improvements

Compensation to FNI for the Basic Services described in attachment A scope of services shall be a lump sum of One Hundred Sixty-Four Thousand Four Hundred Eighty Dollars (\$164,480). Compensation to FNI for tasks 7, 8, and expenses in attachment A scope of services shall be computed on the basis of the Schedule of Charges, but shall not exceed Thirty-Eight Thousand Nine Hundred Twenty Dollars (\$38,920), for a total fee of Two Hundred Three Thousand Four Hundred Dollars (\$203,400). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify the OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	66	124
Professional - 2	89	141
Professional - 3	114	180
Professional - 4	123	186
Professional - 5	162	231
Professional - 6	159	405
Construction Manager - 1	78	92
Construction Manager - 2	90	146
Construction Manager - 3	124	138
Construction Manager - 4	156	216
CAD Technician/Designer - 1	56	95
CAD Technician/Designer - 2	88	128
CAD Technician/Designer - 3	101	156
Corporate Project Support - 1	38	100
Corporate Project Support - 2	60	153
Corporate Project Support - 3	69	304
Intern/ Coop	31	61

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.50 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$5.75 per book

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually.

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Attachment D, Owners Responsibilities
Rock Creek Road Improvements

As the OWNER will serve as a conduit for information, the OWNER shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant planning studies by Norman area agencies. If data is required from other public agencies, the OWNER will assist in making requests for such data.

The OWNER shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public meeting notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies such as ACOG (if necessary) for data and/or assistance, as may be appropriate and relevant to travel forecasts, modeling files, or other data.
- E. Provide FNI with current base mapping of City and extra-territorial jurisdictions in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- F. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- G. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- H. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- I. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- J. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- K. Bear all costs incident to compliance with the requirements of this Attachment D.
- L. Notify CONSULTANT in writing of the request to perform additional and/or "optional" services at the added cost to the overall contract.