

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between the Norman Tax Increment Finance Authority (OWNER) and Garver, LLC (CONSULTANT) for the following reasons:

1. OWNER intends to conduct a feasibility study of possible improvements to the west side of the I-35 at Robinson Street interchange (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 13<sup>th</sup> day of November, 2012.

**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 insured 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:

Angelo A. Lombardo, P.E.  
Transportation Engineer/City of Norman  
Norman Tax Increment Finance Authority  
P.O. Box 370  
Norman, OK 73070

Garver, LLC:

Michael Graves  
1016 24<sup>th</sup> 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 13<sup>th</sup> day of NOVEMBER, 2012.

The Norman Tax Increment Finance Authority (OWNER)

Signature Cindy Rosenthal

Name Cindy Rosenthal

Title Chairman

Date November 13, 2012

Attest:  
Pamela Hall  
Secretary

Garver, LLC (CONSULTANT)

Signature [Signature]

Name OFFICER GARVER

Title OFFICER GARVER

Date 11/1/12

Attest:  
Audrea J. Smith  
Secretary

Seal



Approved as to form and legality this 5 day of November 2012.

[Signature]  
City Attorney

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

The Norman Tax Increment Finance Authority requires the professional services of an engineering firm to conduct a feasibility study of possible improvements to the west side of the I-35 at Robinson Street interchange. Generally, the scope of services consists of data collection, documenting existing conditions; determining reasonable growth parameters; coordinating with the city and ODOT; developing improvement alternatives; developing preliminary opinion of probable cost for the preferred alternative; and detailing the project study findings in a summary report. Study tasks will consist primarily of the following:

**2. Meetings**

For the I-35 at Robinson Street interchange project, we anticipate five (5) meetings.

**2.1. Meeting 1 – Kick-Off**

Immediately after receipt of a formal Notice to Proceed, we will request a kick-off meeting with the City of Norman and the Norman Tax Increment Finance Authority to clearly define the project goals and reporting procedures, establish expectations and priorities, decide the needed level of involvement from other stakeholders (ODOT, MPO, business owners, and public), discuss the project schedule and submittal dates, and determine the extent of data collection needed to complete the study. 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 study.

**2.2. Meeting 2 – Council Community Planning and Transportation Committee**

During the development of the alternatives, Garver will attend a meeting with the Council Community Planning and Transportation Committee. We will discuss the study objectives and progress of the project.

**2.3. Meeting 3 – Alternative Comparison**

Once we have developed the preliminary alternatives and conducted a detailed analysis of their respective advantages and disadvantages, we will present them to the city for discussion. From this meeting, one alternative will be selected for further development.

**2.4. Meeting 4 – Final Report**

Garver will hold a final meeting with the City of Norman, the Norman Tax Increment Finance Authority and ODOT to discuss the final report its recommendations. An opportunity for any final comments will be provided.



## 2.5. Meeting 5 –Council Study Session

Following the final report meeting, Garver will attend a Council Study Session to discuss the project.

## 3. **Establish Existing Traffic Conditions**

### 3.1. Data Collection

Garver will gather available information to analyze existing (2012) conditions and evaluate future (2035) no build conditions at the interchange to determine the base conditions. We anticipate that a portion of the data needed for this project will be available from the city, ACOG, and ODOT. This includes information on the major streets such as speed limits, intersection geometry, crash data, traffic signal system information, existing land uses, as-built plans, right-of-way information, utility locations, and GIS information.

#### 3.1.1. Traffic Counts

We will supplement existing traffic data with new 24-hour counts and AM and PM peak hour turning movement counts. The following is a list of twelve (12) locations that we anticipate collecting traffic data.

- Robinson Street at SB Loop Exit Ramp/Frontage Road
- Robinson Street at Crossroads Boulevard/Rambling Oaks Drive
- Robinson Street at 36<sup>th</sup> Avenue NW
- Robinson Street at NB Ramp/Frontage Road
- Robinson Street at 24<sup>th</sup> Avenue NW
- West Frontage Road at SB Exit Ramp
- West Frontage Road at Pheasant Run Road
- West Frontage Road at Hollywood Spotlight Back Entrance
- East Frontage Road at NB Ramps
- Crossroads Boulevard at Pheasant Run Road
- Crossroads Boulevard at Willow Rock Road
- Rambling Oaks Drive at Hollywood Spotlight Entrance

This traffic data will be collected on a typical weekday when school is in session. The AM counts will be conducted from 7:00 – 10:00 AM and the PM counts will be conducted from 3:00 – 6:00 PM.

In addition to the counts listed above, Garver anticipates 30 minute sample counts during the PM peak period at eight (8) driveway locations along the SB Frontage Road. This information will be key in determining new traffic patterns and determining the need for any turn lanes along the SB Frontage Road. This information will be vital to properly calibrating the existing condition

microsimulation as well as anticipating the effects of potentially re-routing traffic for the improvement alternatives.

#### 3.1.2. Field Observations

Garver will conduct traffic observations during peak periods to determine the location and duration of vehicle delays in order to document all queuing issues. Vehicle interactions will be examined at the unconventional southbound off ramp and between the closely spaced intersections of Robinson Street at Crossroads Boulevard/Rambling Oaks Drive and at I-35 Loop Ramp/Frontage Road. Careful attention to local peaking characteristics will also be documented.

#### 3.1.3. Crash Data

Garver will collect and compile historic crash data from the City of Norman Police Department and ODOT. The limits of the crash data study area will be Robinson Street from 36<sup>th</sup> Avenue NW to 24<sup>th</sup> Avenue NW; the west Frontage Road from the SB Exit Ramp to the SB Entrance Ramp; and SB I-35 from just north of the SB Exit Ramp (Exit 110A) to just south of the SB Entrance Ramp, including the SB Exit Loop Ramp (Exit 110B).

#### 3.1.4. Roadway Conditions

Based on existing information and field data, Garver will note existing lane and shoulder widths, lateral clearances, freeway merge/diverge lengths, roadway guidance signing, posted speed limits, intersection lane configurations and existing traffic signal parameters/operations.

#### 3.1.5. Prior Studies

Garver will gather all prior studies and technical documents that have been performed along this section of I-35 and along Robinson Street within the study area. This includes future planned development, “committed” projects that are programmed/funded, any proposed changes to freeway access at adjacent interchanges, and regional growth trends. The original traffic study and recommendations for the west side of the interchange completed for the University North Park (UNP) planned unit development will be of particular interest.

#### 3.1.6. Future Traffic Projections

Garver will assess the output data and relative growth for the area from the ACOG regional travel demand model; estimate the growth expected from the remainder of the UNP development and determine what percentage of those trips would use the west side of the interchange; and seek city input and assess historic growth trends from various data sources.

### 3.1.7. GIS Information

Garver will collect information from the city's GIS model. This information will include parcel information, utilities, zoning, existing buildings, and contours.

### 3.2. Assess "No Build" Conditions (2012 and 2035)

We will use the collected data and the information compiled from previous studies, ACOG model data, and city input to produce balanced traffic volumes for 2012 and 2035. If needed, the existing volumes will be adjusted to reflect any demand volume that wants to use the interchange but is constrained due to downstream traffic congestion. Once the traffic volumes are determined, we will analyze the interchange study area using a variety of tools – including traditional freeway mainline, ramp merge/diverge, and ramp intersection level of service analysis based on *Highway Capacity Manual* (HCM) procedures (Highway Capacity Software HCS 2010 and Synchro) as well as the micro-simulation programs SimTraffic.

Our assessment will focus on the intersections influencing the west side of the interchange as well as the interaction/compatibility with the on-going east side improvements. Major driveway intersections along the frontage roads may also be included at the discretion of the city.

The crash data collected will be analyzed in the interchange study area to determine sensitive locations, common crash types, and possible causes. Crash rates will be calculated and compared to statewide and national averages by facility type to determine the severity of any problems. In addition, the *Highway Safety Manual* will be consulted to determine deficient design features and driver expectancy issues.

Ramp deficiencies, safety issues, and intersection delay/queuing shortcomings will be documented and summarized for 2012 and 2035 conditions.

## 4. **Develop Improvement Alternatives**

### 4.1. Develop Alternatives

A maximum of five (5) alternatives will be developed to enhance capacity, access, and safety. The alternative concept development will include proposed design layouts, reconnaissance level environmental investigation, signalization improvements, signing needs, right-of-way impacts, and identification of possible utility conflicts/relocations associated with the proposed improvements. All interchange designs will be compatible with the on-going ramp improvements on the east side of the interchange.

### 4.2. Alternative Comparison

The preliminary improvement alternatives will be presented to the City of Norman and the Norman Tax Increment Finance Authority for discussion. The advantages and

disadvantages of each option will be considered. Each alternative will be evaluated based on feasibility, traffic benefit, cursory environmental impacts, utility impacts, and total project cost. The data will be assembled in a matrix comparing each alternate.

#### 4.2.1. Feasibility

The in-house Project Overview Committee will review the feasibility of each alternative and eliminate any alternatives that would not be constructed under a reasonable budget.

#### 4.2.2. Traffic Benefit

The HCM-based and micro-simulation approach to traffic operations described in the “no build” section will be performed for the feasible improvement alternatives (including a study of any weaving created by an alternative. Traffic volumes used for the 2012 and 2035 “no-build” conditions will be redistributed through the intersections and I-35 access points based on the layout of each proposed alternative. Measures of effectiveness such as overall system delay, number of vehicles/passengers served, level of service, and travel time will be assessed and compared between the various “build” and “no-build” conditions. The safety improvements for the “build” conditions will also be evaluated using procedures consistent with AASHTO’s *Highway Safety Manual* and ITE’s *Freeway and Interchange Geometric Design Handbook*.

#### 4.2.3. Environmental Impacts

Garver will do a cursory investigation into the potential environmental constraints in the study area. These constraints will be documented.

#### 4.2.4. 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.

#### 4.2.5. Total Project Cost

Planning level cost estimates for feasible alternatives will be developed.

#### 4.2.6. Alternatives Summary

A summary matrix will be prepared to identify the advantages and disadvantages of each alternative.

#### 4.3. Alternative Selection

The results of the comparison showing the advantages and disadvantages of each alternative will be presented in detail to the City of Norman and the Norman Tax Increment Finance Authority staff. Based on comments from that meeting, a preferred alternative will be selected. The preferred alternative will then be presented to ODOT for approval.

### 5. **Develop Functional Plans**

The alternative selected for further development will be advanced to better define the costs and impacts. Traffic elements such as specific signal phasing, turn lane storage lengths, and proposed signing plans will be developed. Vertical alignments will be evaluated with profiles based on the City of Norman GIS information or Digital Elevation Model (DEM) information provided by the U.S. Geological Survey (USGS). Additional information from existing construction plans will also be incorporated to make sure the proposed improvements meet the requirements of the recommended design criteria.

The Functional Plans will include typical sections, horizontal and vertical alignments, geometric layouts, right-of-way impacts, major utility conflicts, and an order of magnitude cost opinion. Garver will submit and review the functional plans with the city and ODOT.

### 6. **Submit Final Report**

The information from Tasks 3-5 will be compiled into a report format. The final report will summarize the study procedures, improvements needed, alternatives considered, and the methodologies used to support our results.

### 7. **Project Deliverables**

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

1. PDF submittal of Meeting Minutes (Kick-off Meeting, Alternative Selection Meeting, Functional Plan Meeting, and Final Report Meeting)
2. Three copies of the Alternative Plans with matrix comparison.
3. Three copies of the Functional Plans with opinion of probable construction cost.
4. Three hard copies and a PDF copy of the Final Report.
5. Electronic files as requested.

### 8. **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. Interchange Access Approval documentation
4. Surveys
5. Construction Plans
6. Public Involvement Meetings
7. Microsimulation other than SimTraffic

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:

<b><u>Phase Description</u></b>	<b><u>Calendar Days</u></b>
Kick-Off Meeting	10 days from NTP
Present Improvement Alternatives at Meeting	120 days from NTP
Submit Functional Plans	30 days from approval of selected alternative
Submit Final Report	10 days from approval of functional plans

**NORMAN TAX INCREMENT FINANCE AUTHORITY  
I-35 AT ROBINSON STREET INTERCHANGE STUDY**

**PROJECT DESCRIPTION:**

The Norman Tax Increment Finance Authority requires the professional services of an engineering firm to conduct a feasibility study of possible improvements to the west side of the I-35 at Robinson Street interchange. Generally, the scope of services consists of data collection, documenting existing conditions; determining reasonable growth parameters; coordinating with the city and ODOT; developing improvement alternatives; developing preliminary opinion of probable cost for the preferred alternative; and detailing the project study findings in a summary report.

**FEE SUMMARY:**

<b>Labor</b>	<b>Man-Hours</b>	<b>Total</b>
1. Meetings	112	\$16,656.00
2. Establish Existing Traffic Conditions	278	\$29,048.00
3. Develop Improvement Alternatives	789	\$88,969.00
4. Develop Functional Plans	149	\$17,004.00
5. Submit Final Report	92	\$10,200.00
6. Project Management	114	\$19,596.00
<b>Total Labor</b>	<b>1,534</b>	<b>\$181,473.00</b>

<b>Expenses</b>	<b>Amount</b>
1. Meetings	\$2,802.00
2. Establish Existing Traffic Conditions	\$400.00
3. Develop Improvement Alternatives	\$350.00
4. Develop Functional Plans	\$250.00
5. Submit Final Report	\$300.00
6. Project Management	\$25.00
<b>Total Expenses</b>	<b>\$4,127.00</b>

**GRAND TOTAL LUMP SUM FEE:**

<b>\$185,600.00</b>
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**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.