

## Standard Form of Agreement between Owner and Consultant

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion. The responsibilities of the Consultant are described in the City of Norman, Public Works Department Specifications and Contract Documents, specifically Section I General Provisions thru Section XIV Termination or Suspension of the Contract, included as part of this Contract.

**AGREEMENT** made as of the 28th day of November in the year 2017.

**BETWEEN** the Owner:

**City of Norman**  
201 West Gray St.  
Norman, OK 73070

And the Consultant:

Half Associates, Inc.  
2000 N. Classen Blvd, Suite S120  
Oklahoma City, OK 73106-6016

For the Project: \_\_\_\_\_ Project Name: **Flood Avenue Multimodal Path**  
Project Location: **Norman Oklahoma**

The Owner and Consultant agree as follows:

### ARTICLE 1. CONSULTANT'S RESPONSIBILITIES.

- 1.1.1 The services performed by the Consultant, Consultant's employees and Consultant's sub-consultants shall be as enumerated in Articles 2, 3 and 12.
- 1.1.2 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or the Owner.
- 1.1.3 The Consultant shall designate a representative authorized to act on behalf of the Consultant with respect to the Project.
- 1.1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.4.1.
- 1.1.5 **AUDITS AND RECORDS CLAUSE:** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the Owner, the Consultant agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The consultant is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records, are started before the end of the three year period, the records are

required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

## **ARTICLE 2. SCOPE OF CONSULTANT'S BASIC SERVICES.**

### **2.1 DEFINITION.**

- 2.1.1** The Consultant's Basic Services consist of those described in Exhibit A (Scope of Professional Services, dated 20 November 2017 – 12 pages) and further described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal survey, civil engineering and landscape architecture services.

### **2.2 TOPOGRAPHICAL SURVEY.**

- 2.2.1** The Consultant will perform detailed topographical surveying for the Flood Avenue Multimodal Path project. The survey will be based on the Horizontal Datum of the State of Oklahoma Coordinate System South Zone, North American Datum 83 and the North American Vertical Datum 88.

### **2.3 DATA COLLECTION AND BASE MAP PREPARATION .**

- 2.3.1** The Consultant will attend one (01) coordination/project kick-off meeting with City of Norman, ODOT and other entities to establish the projects goals and objectives, and identify the parameters for upcoming planning efforts..
- 2.3.2** The Consultant will establish parameters and procedures to be used when assembling previous studies and existing data for use during the planning and design efforts, including the number of copies to be delivered by participants and timeframes for data availability and assembly. Establish data management protocols and procedures to ensure data collection is consistent and accurate from different consultants and team members. The compiled data will be used to create a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets, existing wet and dry utilities, and existing topography.
- 2.3.3** The Consultant will initiate and coordinate one (01) site investigation study/information gathering meeting related to the topography of the site, soils composition and analysis, utilities, vegetation areas, and plan impacts. The impacts and opportunities that results from these studies will be documented for use in the final development plan preparation process.
- 2.3.4** The Consultant will assemble all findings and data into a written analysis that includes design requirements, proposed alignment, potential design issues and proposed solutions, required calculations, cost-effective analysis of how best to accomplish project goals and a detailed cost estimate. The analysis will be submitted to the City of Norman for approval prior to beginning plan and specification preparation. The Consultant shall attend and present the DRAFT Master Plan to the Parks Board (2 meetings).
- 2.3.5** The Consultant will attend one (01) review meeting with City of Norman, ODOT and other entities to review the Written Assessment and incorporate comments into the next phase of work.

### **2.4 PREPARATION OF PLAN-IN-HAND DOCUMENTS.**

- 2.4.1** The Consultant will prepare one (01) preliminary trail alignment and details that help communicate the design intent and vision of the project based upon the data collection, base map preparation and the site investigation/information gathering meeting and approved Written Analysis. The plan shall include layout of proposed improvements including the trail, retaining walls, guardrails and drainage crossings to demonstrate compliance with applicable codes and requirements. Structural retaining wall assessment and design shall include exploration of potential conflicts with existing structures and footings, and preliminary assessment of pier depths and wall heights.
- 2.4.2** The Consultant will prepare and distribute a preliminary cost estimate based upon the preliminary alignment with the preliminary schematic plans.
- 2.4.3** The Consultant will conduct one (01) Plan-in-Hand review meeting with the City Norman and ODOT to review and present the preliminary design. The City of Norman staff will organize the attendees, meeting time and location. Plans shall include the layout of the proposed trail improvements including retaining wall heights, drainageway crossing layout and location and safety railings.

### **2.5 CONSTRUCTION DOCUMENTS.**

- 2.5.1** The Consultant shall prepare 60%, 90% and 100% construction documents for approval by City of Norman and ODOT. The Consultant shall prepare each submittal for review and comment, and shall be submitted on the dates established in the approved schedule. The Consultant shall confirm the development program to be used by the Consultant with City staff and the Ad Hoc Committee prior to the commencement of planning and design activities for the project.

- 2.5.2** The Consultant shall attend two (02) review meetings after the submittal of 60% and 90% construction documents to discuss City of Norman and ODOT comments and incorporate into the next phase of work. 60%, 90% and 100% Construction Document Plans shall include an 11"x17" set of construction documents following the submittal documents required as defined in the "Off System" section of the "ODOT Project Development Process" manual. The Consultant shall prepare and print fourteen (14) draft sets of drawings and cost estimate for review and comment.

## **2.6 BIDDING ASSISTANCE.**

- 2.6.1** The Consultant will serve the City of Norman in a support role during the bidding/award process. The Consultant shall attend the Pre-Bid Conference conducted by ODOT to discuss the PROJECT and answer questions from potential contractors. Half shall provide written responses to questions received and submit to the City of Norman/ODOT. The Consultant shall review ODOT's minutes and provide written comments as required.

## **ARTICLE 3. ADDITIONAL SERVICES.**

**3.1 General.** The services described in this Article 3 are not included in the Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized and confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Consultant's control, the Consultant shall notify the Owner in writing prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Consultant. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Consultant shall have no obligation to provide those services.

### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES.**

- 3.2.1** If more extensive representation at the site than is described in Subparagraph 2.3.3 is required, the Consultant shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3.2.2** Through the presence at the site of such Project Representatives, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

### **3.3 CONTINGENT ADDITIONAL SERVICES.**

- 3.3.1** Making revisions in drawings, specifications or other documents when such revisions are:
- 3.3.2** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 3.3.3** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of Plan-in-Hand documents;
- 3.3.4** or due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- 3.3.5** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding and contracting for construction, except for services required under Subparagraph 5.2.5
- 3.3.6** Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives due to unforeseen conditions or Owner requested changes.
- 3.3.7** Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- 3.3.8** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- 3.3.9** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction, when the original contract Substantial Completion date is exceeded by more than sixty (60) days.
- 3.3.10** Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

- 3.3.11 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is a party thereto.

### 3.4 OPTIONAL ADDITIONAL SERVICES.

- 3.4.1 As-built or Record Drawings
- 3.4.2 Providing analyses of the Owner's needs and programming the requirements of the Project.
- 3.4.3 Providing financial feasibility or other special studies.
- 3.4.4 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.5 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.6 Providing services relative to future facilities, systems and equipment.
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.11 Providing analyses of owning and operating costs.
- 3.4.12 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.13 Providing services for planning tenant or rental spaces.
- 3.4.14 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.15 Providing services in connection with a warranty inspection which will be conducted approximately nine (9) months after Substantial Completion date.
- 3.4.16 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.17 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.18 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as part of Basic Services.
- 3.4.19 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 3.4.20 Providing Construction Administration Services.

### ARTICLE 4. OWNER'S RESPONSIBILITIES.

- 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

- 4.3** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the order and sequential progress of the Consultant's services.
- 4.4** The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Consultant and are reasonably required by the scope of the Project.
- 4.5** The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law.
- 4.6** The Owner shall furnish all legal and accounting services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 4.7** The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 4.8** The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

## **ARTICLE 5. CONSTRUCTION COST.**

### **5.1 DEFINITION.**

**5.1.1** The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Consultant.

**5.1.2** The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

**5.1.3** Construction Cost does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

### **5.2 RESPONSIBILITY FOR CONSTRUCTION COST.**

**5.2.1** Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that the bid prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.

**5.2.2** A fixed limit has been established (Refer Article 12) and the Consultant shall be permitted to include contingencies for bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit.

**5.2.3** If the Bidding Phase has not commenced within 90 days after the Consultant submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

**5.2.4** If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid, the Owner shall:

- 5.2.4.1** give written approval of an increase in such fixed limit;
- 5.2.4.2** authorize rebidding of the Project within a reasonable time;
- 5.2.4.3** terminate in accordance with Paragraph 8.5;
- 5.2.4.4** or cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

**5.2.5** If the Owner chooses to proceed under Clause 5.2.4.1, the Consultant shall not be entitled to an adjustment in the compensation.

**5.2.6** If the Owner chooses to proceed under Clause 5.2.4.4, the Consultant, without additional compensation, shall modify the documents for which the Consultant is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Consultant's responsibility under this Subparagraph 5.2.6. The Consultant shall be entitled to compensation in accordance with Agreement for all services performed whether or not the Construction Phase is commenced.

#### **ARTICLE 6. CONTRACT DOCUMENTS.**

**6.1** The final sealed Drawings, Specifications and other documents prepared by the Consultant are the property of the City of Norman, Public Works Department, Norman, OK. The Consultant may retain one contract record set. Neither the Consultant. The Owner nor any sub-consultants shall own or claim copyright in the Drawings, Specifications and other documents prepared by the Consultant. The Drawings, Specifications or other documents prepared by the Consultant, and copies thereof furnished to the Contractor, are for use solely with respect to this project. They are not to be used by Consultant, Contractor, Subcontractors, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

#### **ARTICLE 7. CLAIMS AND DISPUTES.**

**7.1** The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by participating in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute.

#### **ARTICLE 8. TERMINATION OR SUSPENSION.**

**8.1** If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days' written notice to the Owner. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

**8.2** If the Project is suspended by the Owner for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. The Consultant's fees for the remaining services and time schedules shall be equitably adjusted.

**8.3** If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

**8.4** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**8.5** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

**8.6** In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

#### **ARTICLE 9. MISCELLANEOUS PROVISIONS.**

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

**9.2** The Consultant certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**9.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.

**9.4** To the extent damages are covered by property insurance during construction, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the City of Norman.

**9.5** The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other.

**9.6** This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Owner and Consultant.

**9.7** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

**9.8** Unless otherwise provided in this Agreement, the Consultant and the Consultant's sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

**9.9** The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project.

**9.10** If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. The Consultant shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

#### **ARTICLE 10. PAYMENTS TO THE CONSULTANT.**

**10.1 Direct Personnel Expense:** Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### **10.2 REIMBURSABLE EXPENSES.**

**10.2.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and the Consultant's employees and consultants directly related to the Project, as identified in the following Clauses:

**10.2.1.1** fees paid for securing approval of authorities having jurisdiction over the Project;

**10.2.1.2** renderings, models and mockups requested by the Owner;

#### **10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES.**

**10.3.1** Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.1.2.

**10.3.2** If and to the extent that the time initially established in Subparagraph 11.4.1 of this Agreement is exceeded or extended through no fault of the Consultant, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.2.2.

**10.4 Payments on Account of Additional Services:** Payments on account of the Consultant's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred.

**10.5 Payments Withheld:** No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Consultant has been adjudged to be liable.

**10.6 Consultant's Accounting Records:** Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**ARTICLE 11. BASIS OF COMPENSATION** - The Owner shall compensate the Consultant as follows:

**11.1 BASIS OF COMPENSATION.**

**11.1.1** For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Basic Services: **One Hundred Fifty-Six Thousand Four Hundred Dollars and Zero Cents (\$156,400.00)**

**11.1.2** Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Survey Services	Eleven Percent	(11%)
Data Collection and Base Map Preparation	Nine Percent	(9%)
Preparation of Plan-in-Hand	Twenty-three Percent	(23%)
Construction Documents	Fifty-two Percent	(52%)
Bidding Assistance	Two Percent	(2%)
Direct Costs (Estimated Not to Exceed)	Three Percent	(3%)
<b>Total Basic Compensation</b>	<b>One Hundred Percent</b>	<b>(100%)</b>

**11.2 COMPENSATION FOR ADDITIONAL SERVICES.**

**11.2.1** For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

To be negotiated by the Consultant and Owner when required.

**11.2.2** For Additional Services of the Consultant, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed according to the attached hourly rate schedule; or as follows:

To be negotiated by the Consultant and Owner when required.

**11.2.3** For Additional Services of Sub-Consultants, including additional architectural, structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of 1.1 times the amounts billed to the Consultant for such services.

**11.3 Reimbursable Expenses:** For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of 1.1 times the expenses incurred by the Consultant, the Consultant's employees and sub-consultants directly related to the Project.

**11.3.1** Estimate of Reimbursable Expenses: **Five Thousand Dollars and Zero Cents (\$5,000.00)**

**11.4 ADDITIONAL PROVISIONS.**

**11.4.1** If the Basic Services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as provided in Subparagraphs 10.3.2 and 11.2.2.

**11.4.2** Amounts unpaid 45 days after the above due date, shall accrue interest on the unpaid balance commencing 30 days after the due date, until paid, said rate being in the amount as set forth in the rules of the Office of State Finance. Reference 62 O.S.

**ARTICLE 12. OTHER CONDITIONS OR SERVICES.**

**12.1 Construction Costs – Fixed Limit:** The amount of the Owner's fixed limit for the Cost of the Work, including the Consultant's compensation is

**12.1.1** Basic Services: **Two Million One Hundred Fifty-Six Thousand Four Hundred Dollars and Zero Cents (\$2,156,400.00)**

**12.2 Printing and Distribution of Bid Documents:** ODOT will print and distribute all plans, project manuals and addenda for the bidding phase.

**12.3 INSURANCE REQUIREMENTS.**



**12.3.1** The insurance coverage and limits required of the Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefor, the Consultant should seek professional assistance.

**12.3.1.1** Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Consultant for approval in advance by the Owner. The Consultant shall provide the Owner the following insurance.

**12.3.1.2 Professional Liability Insurance.** Before this Contract may become effective, the Consultant shall provide the Owner with a certificate of insurance evidencing the Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than **\$1,000,000.00** aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this Project.

**12.3.1.3 Worker's Compensation and Death Liability.** The Consultant shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the state of Oklahoma.

**12.3.1.4 Commercial General Liability Insurance.** The Consultant shall maintain during the term of the Contract sufficient Commercial General Liability Insurance to protect the Consultant and any additional insured(s) from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the State's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:

.1 Property Damage Liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

.2 All Other Liability in an amount not less than the limits described in the Governmental Tort Claims Act per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

.3 Single Occurrence or Accident Liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If Commercial General Liability coverage is written in a "claims-made" form, the Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

**12.3.1.5 Automobile Liability Insurance** shall be maintained by the Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

.1 Automobile Liability (owned, non-owned and hired vehicles) shall be \$175,000 (Each Occurrence) and \$1,000,000 (General Aggregate), for bodily injury and property damage.

.2 Property Damage shall be \$25,000 (Each Occurrence) or \$1,000,000 (combined single limit each accident).

**12.3.2** Required insurance shall be carried and maintained throughout the term of this Contract, and Certificates of Insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner.

## **12.4 OTHER SERVICES INCLUDED AS PART OF BASIC SERVICES SHALL INCLUDE.**

**12.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.

**12.4.2** Providing services in connection with a warranty inspection which will be conducted approximately nine (9) months after the construction phase Substantial Completion date.

## **12.5 OTHER CONDITIONS OF THE CONTRACT.**

**12.5.1** The Consultant shall not, without written permission of the Owner, obligate the Owner to provide any portion of the Work or provide any service specified in the Contract Documents.

This Agreement entered into as of the day and year written above.

City of Norman  
Norman, OK

Halff Associates, Inc. (Oklahoma City, OK)

\_\_\_\_\_  
(Mayor Signature)

\_\_\_\_\_  
(Date Signed)

*Nathan L. Clair*  
\_\_\_\_\_  
(Consultant Signature)

11.20.17  
\_\_\_\_\_  
(Date Signed)

Nathan L. Clair  
\_\_\_\_\_  
(Printed Name and Title)

75-1308699  
\_\_\_\_\_  
(EIN/TIN Number)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
City Attorney

ATTACHMENTS:

- 1.) Exhibit "A"— Civil and Landscape Architectural Services for Flood Ave. Multimodal Path from Halff Associates, Inc.
- 2.) Exhibit "B"— Additional Services Not Included in Proposal from Halff Associates, Inc.
- 3.) Exhibit "C"— Project Area Map
- 4.) Exhibit "D"— 2017 Hourly Rate Schedule from Halff Associates, Inc.
- 5.) Exhibit "E"— Preliminary Schedule from Halff Associates, Inc.

### Non-Collusion Affidavit

The statement below must be signed and notarized before this contract will become effective

STATE OF Oklahoma )  
 ) ss  
COUNTY OF Oklahoma )

Project Name: Flood Act Multimodal Trail

Nathan L. Clair, of lawful age, being first duly sworn, on oath states,  
(S)he is the duly authorized agent of Hoff Associates, Inc., the Company under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;

(S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract: and

Neither the Company nor anyone subject to the Company's direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the City of Norman, OK, any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Hoff Associates, Inc.  
(Company Printed Name)

Nathan L. Clair  
(Authorized Representative Signature)

Nathan L. Clair  
(Authorized Representative Printed Name)

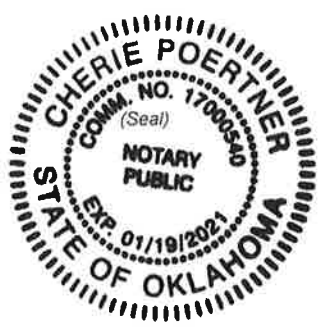
Sr. Project Manager  
(Authorized Representative Printed Title)

Subscribed and sworn to before me this 20 day of November, 2017

Cherie Poertner  
(Signature of notarial officer)

My Commission Expires: 11/19/2021

My Commission #: 17000540





November 20, 2017

Michael D. Rayburn, P.E.  
Capital Projects Engineer  
Public Works Department – Traffic Control Div.  
The City of Norman  
201 W. Gray, Bldg. A  
Norman, OK 73069

RE: 1718-21 Flood Avenue Multimodal Path

Dear Mr. Rayburn,

Halff Associates, Inc. is pleased to present the following proposal and fee schedule to provide engineering and landscape architectural services for the **Flood Avenue Multimodal Path**, a part of ODOT's Transportation Alternatives Program (TAP).

We propose the following engineering and landscape architectural services as described in Attachment A. Attachment B includes items which are not included in this proposal, but can be provided by Halff Associates, if needed.

We appreciate the opportunity to submit our proposal on this project. Please feel free to contact me at 405-546-3817 or at [nclair@halff.com](mailto:nclair@halff.com) if you have any questions or comments regarding the proposal.

Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Nate Clair", is written over a light blue circular stamp.

Nate Clair, PLA, ASLA, CLARB  
Senior Project Manager

## EXHIBIT "A"

### **CIVIL & LANDSCAPE ARCHITECTURAL SERVICES for FLOOD AVENUE MULTIMODAL PATH**

#### PURPOSE

The purpose of this project is to perform engineering and landscape architectural services for approximately 2.45 miles of the Flood Avenue Multimodal Path that will extend from the southeast corner of the intersection of 24<sup>th</sup> Avenue NW & W. Tecumseh Road to the northwest corner of the intersection of N. Flood Avenue & W. Robinson Street in Norman, OK as shown in Exhibit C. Funding is programmed through the Transportation Alternatives Program (TAP) as a joint venture between the City of Norman and the Oklahoma Department of Transportation (ODOT).

#### PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The Norman Flood Avenue Multimodal Path will include approximately 2.45 miles of 10-FT wide concrete trail located on the south side W. Tecumseh Road beginning at 24<sup>th</sup> Avenue NW and proceeding east to N. Flood Avenue, then proceeding south down the west side of Flood Avenue to W. Robinson Avenue in Norman, OK.
2. The project planning area will include a 10' wide concrete trail and pedestrian crossing improvements to meet current accessibility and building code requirements and the City of Norman does not require a geotechnical investigation.
3. Halff has spoken to Walt Strong, Director of Max Westheimer Airport and FAA Form 7460-1 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION will be required to be submitted prior to construction and will require 60-90 days for review by FAA.
4. Drawings will follow ODOT CADD and drafting standards.
5. Final Plans and specifications will not be bid until October 2019

## SCOPE OF SERVICES

### TASK 1 – SURVEY SERVICES

#### Topographical Survey:

Halff will perform detailed topographical surveying for the Flood Avenue Multimodal Path project. The survey will be based on the Horizontal Datum of the State of Oklahoma Coordinate System South Zone, North American Datum 83 and the North American Vertical Datum 88. The survey will include the following:

- A. Contours at a minimum of one-foot interval generated from a digital terrain model.
- B. Above ground visible improvements such as pavement, signs, structures, etc.
- C. General limits of treed areas. Lone trees will be located individually showing the general drip line.
- D. Stream and drainage channel crossings.
- E. Locations of observable utilities, observable utility evidence, and utility location markings. CALL OKIE will be contacted to mark underground utilities. The one-call ticket number, date, and listed utility companies will be shown on the survey.
- F. Delineation of the West right-of-way line of Flood Avenue/SH 77 and the South right-of-way line of Tecumseh Road.
- G. Horizontal and vertical control will be referenced to the City of Norman Control Network which is based on the Oklahoma State Plane Coordinate System and NAVD 88 respectively.
- H. The limits of the survey will be along the West side of Flood Avenue/SH 77 from Robinson Street Northerly to Tecumseh Road, then along Tecumseh Road west to 24th Avenue SW. The survey will extend from the centerline of Flood Avenue/Tecumseh Road to the apparent west/south right-of-way lines.
- I. Prior to entering private properties to perform the topographic survey, Halff will order the most current Tax Assessor's GIS data to locate each one of the property information for the preparation of Right-Of-Entry letters.
- J. Spot elevations/flowlines of exposed culvert end sections will be surveyed.
- K. Exclusions: Invert information for storm and sanitary sewer manholes.  
Surveyor will provide a digital CADD file for design only. A formatted survey on title block sheets are not included.

### TASK 2 – DATA COLLECTION AND BASE MAP PREPARATION

#### Coordination/Project Kick-off Meeting:

The design team will attend one (01) coordination/project kick-off meeting with City of Norman, ODOT and other entities to establish the projects goals and objectives, and identify the parameters for upcoming planning efforts.

Data Compilation and Project Procedures & Protocol:

Establish parameters and procedures to be used when assembling previous studies and existing data for use during the planning and design efforts, including the number of copies to be delivered by participants and timeframes for data availability and assembly.

Establish data management protocols and procedures to ensure data collection is consistent and accurate from different consultants and team members.

Compile existing and proposed data related to the project sites for use during design. Existing data consists of:

- A. Existing Utility Information – Obtain as-built plans for all existing utilities located within the limits of the project site. Plans shall show all utilities including but not limited to water, sanitary sewer, storm drain facilities, or any utilities associated with the project.
- B. Environmental Investigations – Obtain available data and information from existing environmental reports for the project site.

The compiled data will be used to create a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets, existing wet and dry utilities, and existing topography.

Site Investigation:

Initiate and coordinate one (01) site investigation study/information gathering meeting related to the topography of the site, soils composition and analysis, utilities, vegetation areas, and plan impacts. The impacts and opportunities that results from these studies will be documented for use in the final development plan preparation process.

Written Analysis:

All findings and data will be assembled into a written analysis that includes design requirements, proposed alignment, potential design issues and proposed solutions, required calculations, cost-effective analysis of how best to accomplish project goals and a detailed cost estimate. The analysis will be submitted to the City of Norman for approval prior to beginning plan and specification preparation.

Written Analysis Review Meeting:

The design team will attend one (01) review meeting with City of Norman, ODOT and other entities to review the Written Assessment and incorporate comments into the next phase of work.

### **TASK 3 – PREPARATION OF PLAN-IN-HAND DOCUMENTS**

#### **Plan-in-Hand Design:**

Based upon the data collection, base map preparation and the site investigation/information gathering meeting and approved Written Analysis, Halff will prepare one (01) preliminary trail alignment and details that help communicate the design intent and vision of the project. The plan shall include layout of proposed improvements including the trail, retaining walls, guardrails and drainage crossings to demonstrate compliance with applicable codes and requirements. Structural retaining wall assessment and design shall include exploration of potential conflicts with existing structures and footings, and preliminary assessment of pier depths and wall heights.

#### **Cost Estimate Preparation:**

Based on the preliminary alignment, a preliminary cost estimate will be prepared and distributed with the preliminary schematic plans.

#### **Plan-in-Hand Review Meeting:**

Halff will conduct one (01) Plan-in-Hand review meeting with the City Norman and ODOT to review and present the preliminary design. The City of Norman staff will organize the attendees, meeting time and location.

#### **Deliverables:**

Plans shall include the layout of the proposed trail improvements including retaining wall heights, drainageway crossing layout and location and safety railings.

### **TASK 4 – CONSTRUCTION DOCUMENTS**

#### **Construction Document Preparation:**

Based upon ODOT and City of Norman approved Plan-in-Hand Design, Halff shall prepare 60%, 90% and 100% construction documents for approval by City of Norman and ODOT. Halff shall prepare each submittal for review and comment, and shall be submitted on the dates established in the approved schedule. Halff will provide the following drawings and deliverables:

- A. Trail Typical Sections – Halff will prepare details describing the unique trail cross-sections across the proposed project limits. Typical sections will show existing and proposed ground contour lines, typical trail dimensions and typical slopes.
- B. Trail Dimension Control and Site Amenities Layout – Halff will design and provide horizontal and vertical geometric control which will include coordinate geometry and typical dimensions of the trail. Details for the trail and associated site amenities (retaining walls, guardrails and drainageway crossings) will be provided.



- C. Site Grading Plan and Profile – Halff will prepare a trail grading plan and profile that includes the notes and details required to allow grading of trail improvements. The trail profile will show existing and proposed ground contour lines, proposed utilities along with vertical curve data and necessary trail elevations.
- D. Demolition Plan – Halff will prepare the demolition plan for existing site features that will be removed for the project in conjunction with the trail layout and grading.
- E. Erosion Control Plan – Halff will prepare the erosion control plan in conjunction with the trail grading and drainage design. This task is for the preparation of design drawings and associated details only. Utilize most current Oklahoma DEQ requirements for design of silt fence, erosion control logs, rock filter dams, and construction entrances as required.
- F. Structural Design – Halff Associates will design proposed retaining walls and drainage crossings as approved during Schematic Design. Drawings will include layout plans, sections and details with dimension control information as necessary. If submittal of structural design calculations is required, the calculations will be provided with 100% design submittal milestone.
- G. Quantity Summary Sheets – Halff will provide quantity summary sheets providing ODOT bid item numbers, item descriptions and associated item quantities per sheet. The quantity summary sheets shall be submitted at the 60%, 90% and 100% submittal milestones.
- H. Specifications – Halff will provide specifications following the ODOT 2009 specifications. Specifications will be submitted at the 60%, 90% and 100% submittal milestones. The provided specifications will include the standard ODOT Requirement documents and forms necessary for a City let project.
- I. Cost Estimate, Project Schedule and Other Required Documentation – Halff will prepare a cost estimate and project schedule at each construction documentation submittal milestone following the required ODOT format.

Construction Document Review Meetings:

Halff shall attend two (02) review meetings after the submittal of 60% and 90% construction documents to discuss City of Norman and ODOT comments and incorporate into the next phase of work.

Deliverables:

60%, 90% and 100% Construction Document Plans shall include an 11"x17" set of construction documents following the submittal documents required as defined in the "Off System" section

of the "ODOT Project Development Process" manual. Halff shall prepare and print fourteen (14) draft sets of drawings and cost estimate for review and comment.

#### **TASK 5 – BIDDING ASSISTANCE**

##### *Bidding Assistance:*

Halff will serve the City of Norman in a support role during the bidding/award process. Halff shall attend the Pre-Bid Conference conducted by ODOT to discuss the PROJECT and answer questions from potential contractors. Halff shall provide written responses to questions received and submit to the City of Norman/ODOT. Halff shall review ODOT's minutes and provide written comments as required.

#### **TASK 6 – COMPLETION OF RECORD DOCUMENTS (AS BUILTS)**

Halff will prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to the City as-built items and quantities.

##### *Deliverables:*

Halff Associates, Inc. shall provide two (2) 11"x17" sets of records drawings and one (1) digital copy. Additional copies shall be billed as a direct expense.

#### **DIRECT COSTS**

Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates

#### **PROJECT SCHEDULE**

Halff Associates will work closely with the Client on the project schedule, which is anticipated to be between 48 to 60 weeks from notice-to-proceed.

## BASIS OF COMPENSATION

### A. Basic Fee Services:

The basis of compensation for Basic Fee services shall be as follows:

<b>Task 1 – Survey Services</b>	<b>\$ 16,750</b>
<b>Task 2 – Data Collection and Base Map Preparation</b>	<b>\$ 13,950</b>
<b>Task 3 – Preparation of Plan-in-Hand</b>	<b>\$ 36,600</b>
<b>Task 4 – Construction Documents</b>	<b>\$ 81,100</b>
<b>Task 5 – Bidding Assistance</b>	<b>\$ 3,000</b>
<b>Direct Costs</b> ( <i>Estimated not to exceed</i> )	<b>\$ 5,000</b>
	<b>TOTAL \$ 156,400</b>

### B. Billing Schedule:

The estimated fee established above for tasks 1-5 shall be billed as a lump sum fee to be invoiced monthly based on percent of the job completed. Direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

The fees and budgets established above do not include revisions to the scope once the analyses are underway. If revisions are requested by the client, a revision to the scope and budget will be required.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Oklahoma law does not require sales taxes on professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

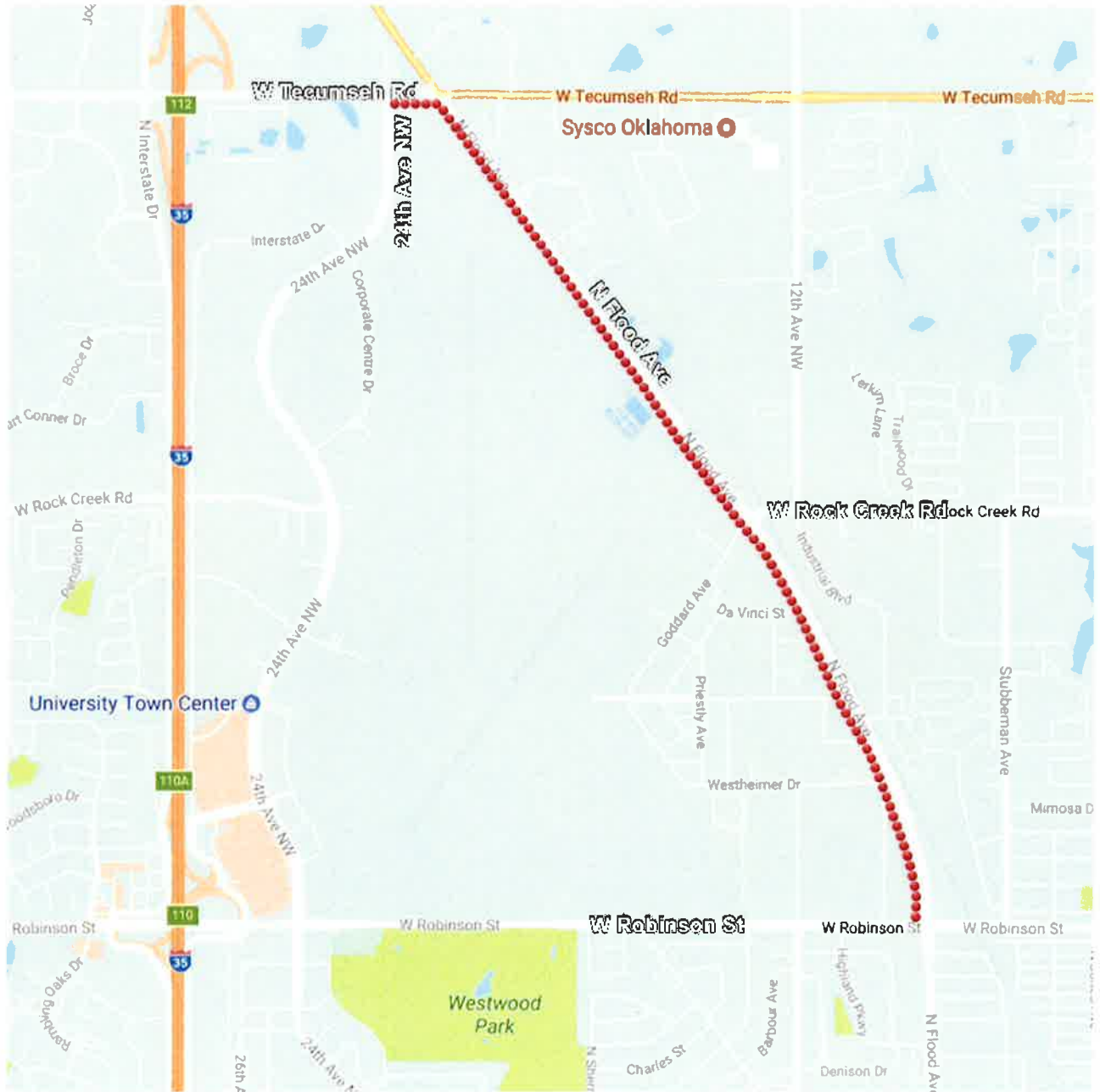
**EXHIBIT "B"****ADDITIONAL SERVICES NOT INCLUDED IN PROPOSAL**

Items excluded by Halff Associates, Inc., but can be provided by for an additional scope and fee:

1. Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
2. Environmental Analysis, Review and Permitting. (By ODOT)
3. Easement Preparation
4. Floodplain Feasibility Study
5. Environmental Study
6. Traffic Study
7. Private Utility Coordination
8. Signal Design
9. Drainage Report/Calculations
10. Geotechnical Investigation
11. Design of areas outside the limits of the project site.
12. Additions to the project scope or budget that causes additional work.
13. Additional meetings or workshops not identified in the project scope.
14. Additional work not specifically included in the above Proposed Scope of Work.
15. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
16. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees obtained for the City.
17. Design of gas, telephone or other utility improvements.
18. Printing of drawings, specification and contract documents except as noted herein.
19. Full-time construction inspection.
20. Graphic products except as noted herein.
21. Design of utilities or other improvements outside of the project boundary.
22. Quality control and material testing services during construction except for submittal reviews.
23. Construction staking.
24. Contractor pay requests or submittals not required by the construction documents.
25. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
26. Construction Administration services beyond what is included in the Proposed Scope of Work.
27. Preliminary or Final Punch List preparation.
28. Traffic engineering report or studies;
29. As-built/record drawings.
30. Design/coordination of existing utility relocations or modifications;
31. Negotiations with adjacent property owners;
32. Environmental review and documentation.
33. If ODOT or a regulatory agency requires additional information other than that specified in this scope of work, then a supplemental services agreement will be required.

**EXHIBIT "C"**

**PROJECT AREA**



**EXHIBIT "D"****2017 Hourly Rate Schedule****Half Associates, Inc.**

• Principal	\$275 per hour
• QA/QC Manager	\$250 per hour
• Sr. Project Manager	\$160 per hour
• Sr. Landscape Architect	\$140 per hour
• Landscape Designer	\$ 90 per hour
• Clerical	\$ 75 per hour
• Sr. Structural PE	\$265 per hour
• Structural PE	\$145 per hour
• Structural EIT	\$110 per hour
• Structural CAD	\$ 75 per hour

**Atkins**

• Project Manager	\$211.12 per hour
• Sr. Engineer	\$132.50 per hour
• Sr. CAD Engineer	\$110.20 per hour
• Sr. CAD Tech	\$ 89.90 per hour
• CAD Tech	\$ 72.50 per hour
• Program Assistant	\$ 99.33 per hour
• CM Inspector	\$101.50 per hour

