

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

1. OWNER intends to prepare a Stormwater Funding Study (the Project); and,
2. OWNER requires certain professional planning, survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

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

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ARTICLE 2 - GOVERNING LAW**

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

**ARTICLE 3 - SCOPE OF SERVICES**

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

**ARTICLE 4 - SCHEDULE**

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

**ARTICLE 5 - COMPENSATION**

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

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

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

**ARTICLE 7 - STANDARD OF CARE**

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

## **ARTICLE 8 -INDEMNIFICATION AND LIABILITY**

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

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

## **ARTICLE 9 - INSURANCE**

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

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

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

## **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or

documents that in any way would, in CONSULTANT'S sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

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

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

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

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

#### **ARTICLE 14 - TERMINATION AND SUSPENSION**

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

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party.

For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **ARTICLE 16 - NOTICES**

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

Shawn O'Leary, P.E.  
Public Works Director  
City of Norman  
1311 DaVinci  
P.O. Box 370  
Norman, OK 73069

CONSULTANT:

Tricia H. Hatley, P.E.  
Freese and Nichols, Inc.  
Vice President/Principal  
6303 N. Portland Avenue, Suite 100  
Oklahoma City, OK 73112

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

#### **ARTICLE 17 - DISPUTES**

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

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

#### **ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without

regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

**ARTICLE 19 - WAIVER**

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

**ARTICLE 20 - SEVERABILITY**

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

**ARTICLE 21 - INTEGRATION**

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

**ARTICLE 22 - SUCCESSORS AND ASSIGNS**

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

**ARTICLE 23 - ASSIGNMENT**

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

**ARTICLE 24 - NO THIRD PARTY RIGHTS**

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

IN WITNESS WHEREOF, OWNER and Freese and Nichols, Inc. have executed this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The City of Norman  
(OWNER)

Freese and Nichols, Inc.  
(CONSULTANT)

Signature \_\_\_\_\_

Signature 

Name Lynne Miller

Name Tricia Hatley, P.E.

Title Mayor, City of Norman

Title Vice President

Date \_\_\_\_\_

Date 4-7-17

Attest:

Attest:

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

  
Associate

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**Attachment A, Scope of Services  
City of Norman Stormwater Management Funding Study**

The purpose of the Stormwater Management Funding Study (Study) is to provide a framework for the development and implementation of an equitable and effective funding program for stormwater management within the City of Norman. The Study will build from prior City efforts and community input related to the development of a stormwater management program, including identification of a reliable funding approach for identified services.

The recommended funding approach will be guided from feedback obtained through a Council-appointed Stormwater Steering Committee, as well as direct community engagement. This study includes two phases – an initial funding evaluation, followed by a stormwater funding development study. Follow-on services to implement funding selections are detailed as Special Services.

Activities will be guided through the Steering Committee for Phases 1 and 2. The Study schedule includes at the end of Phase 2 City Council coordination and a public vote for the consideration of recommended stormwater funding mechanisms.

Phase 1 activities initiate engagement with the Steering Committee to determine baseline understanding, develop the committee charter, and identify a recommended approach to developed community-supported stormwater funding. Phase 2 services described in this scope of services are for reference and are based on FNI’s experience to describe recommended effort to develop community-supported stormwater funding. The scope of services for Phase 2 of this study are dependent on the results of Phase 1 efforts, and separate City Council authorization will be required prior to initiation of Phase 2 services.

**BASIC SERVICES**

**PHASE 1 INITIAL FUNDING EVALUATION**

Phase 1 includes effort for an initial evaluation of existing data, a meeting with City staff, and an initial Stormwater Steering Committee meeting to develop a recommended path forward for the detailed stormwater funding evaluation. A summary memo will be provided at the conclusion of Phase 1, which will include recommendations to move forward with or adapt the scope of Phase 2 herein to successfully gain community input and buy-in for funding mechanisms to address the City’s stormwater management needs.

**Task 1.1 Data Collection and Review**

FNI will conduct one (1) meeting with City staff at City offices to kick off the project, collect existing stormwater-related data (GIS, engineering, staffing, capital projects, compliance, maintenance, and other related costs), review identified stormwater service and capital project needs and evaluate current and potential stormwater funding mechanisms.

**Task 1.2 Stormwater Steering Committee Meeting**

FNI understands that City Council and/or City staff will assemble a Stormwater Steering Committee of 10-12 representatives of a cross-section of the Norman community. The mission of the Steering Committee will be to develop a recommendation for funding approaches for the City's stormwater management program.

The initial Steering Committee Meeting will include Team introductions, reviewing the Council-identified Committee mission, establishing a committee organizational structure, establishing goals and objectives, communicating Committee member expectations, and providing baseline Study information to the Committee. The meeting will focus on reviewing the City's identified existing and proposed stormwater management services, including capital project needs. FNI will facilitate discussion of City staff's recommendations for prioritization of stormwater management needs. The Steering Committee's input and feedback about the prioritization will provide foundational information for activities and decisions by the Committee in subsequent meetings, as well as the basis for initial community outreach to obtain public input about stormwater management expectations.

**Task 1.3 Develop Stormwater Funding Comprehensive Study Framework**

Based on data and input collected in Tasks 1 and 2, FNI will develop a recommended framework for a comprehensive stormwater funding evaluation. FNI will provide the City a memorandum report with options and recommendations to evaluate and identify community-backed approaches to fund stormwater management in the City. The report will include options and recommendations for the following considerations:

- Stormwater management program services
- Funding mechanisms
- Public engagement approaches
- Schedule
- Cost

**Phase 1 Deliverables:**

- Steering Committee mission, goals and objectives
- Memorandum report with recommended approach to develop community-supported stormwater funding mechanisms

**PHASE 2 STORMWATER FUNDING DEVELOPMENT STUDY**

The scope below is for reference and may be adjusted based on information developed in Phase 1 of this study. It contains the baseline collection of relevant information for the Steering Committee to develop recommendations for the funding approach for stormwater management in Norman. The scope includes Steering Committee meetings, City staff coordination and meetings, public



outreach and feedback gathering, and stormwater funding model creation, and development of Steering Committee funding recommendations.

**Task 2.1 Staff Meetings**

FNI will conduct bi-weekly conference calls with City staff to provide updates on Study activities and plan for upcoming activities. Typical of all Study meetings, FNI will prepare a meeting summary and distribute to participants within three (3) working days after each meeting.

FNI will establish an effective plan for communicating with Project Team members, city staff and stakeholders. FNI will collaborate with City staff to establish a protocol for the platform, timing and substance of Study information that is disseminated to the public.

Conference calls will focus on collecting relevant existing files, data, and documentation, reviewing interim deliverables, evaluating Steering Committee progress, and preparing for upcoming Steering Committee and public meetings.

**Task 2.2 Steering Committee Meetings**

FNI understands that City Council and/or City staff will assemble a Stormwater Steering Committee of 10-12 representatives of a cross-section of the Norman community. The mission of the Steering Committee will be to develop a recommendation for funding approaches for the City's stormwater management program.

FNI will prepare agendas, attend, and lead with City staff up to five (5) additional Steering Committee meetings at approximately three-week intervals. The FNI team will facilitate meeting discussions of the Steering Committee with a goal of meeting the Council-identified mission for the Committee. FNI will prepare a meeting summary and distribute to participants within five (5) working days after each meeting.

Steering Committee Meeting 2 will focus on reviewing existing and available mechanisms to fund stormwater management needs in Norman. FNI will facilitate an introductory discussion of stormwater management funding options including a stormwater utility user fee, General Fund sales tax revenues, General Fund property tax revenues for capital improvement projects, special districts, federal/state grants and loans, and public-private partnerships. FNI will also provide a summary of feedback obtained from the initial community outreach about community stormwater management expectations.

Up to four (4) more Steering Committee Meetings will be conducted to identify, consider, and select preferred funding scenarios using the Stormwater Funding Evaluation Model. A walkthrough of the funding model will be provided to show the funding source options, funding source structure variables, and prioritized cost allocation options. FNI will train the Committee how to manipulate the

model through what-if scenarios to develop preferred funding and service options.

Committee model outputs will be consolidated into a selection of draft recommendations for public consideration. Community feedback on the draft funding recommendations will be reviewed and addressed to develop final Steering Committee recommendations to City Council.

**Task 2.3 Community Meetings, Social Media, and Web Site**

FNI will coordinate with City staff to establish a communication approach with the general community to provide Study updates and obtain feedback. It is anticipated key Study social media communication will use Facebook, Twitter, Nextdoor platforms. In Phase 2, an initial general community town hall meeting will be conducted, and a web site will be established.

Study Web Site: A Study web site or web page on the City's official web site will be established and maintained to provide Study schedule and content updates. FNI will provide content for the web site for City upload if maintained on the City's web site. FNI will provide and maintain the web page if the Study project web page is hosted by FNI.

Community Meeting: FNI will coordinate with City staff to prepare for and facilitate a community meeting to provide educational information about stormwater management needs and funding options to the public. FNI will engage the community and obtain feedback in the meeting about the community's stormwater management expectations, priorities, and initial funding preferences. The City will be responsible for securing a suitable meeting location

Baseline Community Feedback Memo: FNI will prepare a summary report with findings from community feedback obtained via public outreach mechanisms. FNI will provide the summary report to City staff and the Steering Committee for review and consideration.

Targeted Community Meetings: FNI will coordinate with City staff to prepare for and facilitate a general community meeting and up to four (4) targeted community meetings to obtain feedback about the Steering Committee's draft stormwater management funding recommendations. FNI will engage the community and obtain feedback in the meeting about the community's stormwater management expectations, priorities, and initial funding preferences. The City will be responsible for securing facilities for the community meeting and selecting and coordinating with targeted communities for targeted meetings. Examples of targeted meetings may include the business community, development community, Oklahoma University students, rural residents, or other subsets of the general community identified by City staff. Meetings will be held on the same or consecutive days to reduce travel expenses.

Final Community Feedback Memo: FNI will prepare a summary report with findings from community feedback obtained via public outreach mechanisms. FNI will provide the summary report to City staff and the Steering Committee for review and consideration.

**Task 2.4 Stormwater Funding Model Development**

FNI anticipates the Study will include detailed consideration of a stormwater utility fee as a component of stormwater management funding in Norman and that impervious area and other property characteristics will serve as a basis for the determination of an equitable per-user fee.

FNI will develop a stormwater funding model for Steering Committee evaluation. FNI will coordinate with City staff to obtain existing GIS data, including parcels, recent aerials, land use classifications, zoning classifications, building footprints, impervious area, stormwater control measures, drainage boundaries, drainage infrastructure, and other relevant planimetrics. FNI will develop a stormwater utility fee structure model based on available information to allow for fee structure considerations. FNI understands the City has a digitized layer of mapped parcels and impervious area in GIS. FNI will obtain this data from City staff and conduct a data review and cleanup of topology to prepare the data for stormwater utility evaluation.

General fund and special district funding options will be built into the draft funding model, if selected by the Steering Committee for consideration. FNI will populate the funding model with the Steering Committee's prioritized stormwater management program. FNI will populate the funding model with the City's property data to represent users of the stormwater system.

FNI will maintain and modify the stormwater funding model to incorporate continuing feedback from City staff, the Steering Committee, the community, and City Council. The functionality of the funding model is intended to include allowing for on-the-fly evaluations of stormwater service, funding source, and funding structure variations to identify the preferred funding and service approach. FNI will update the funding model in preparation for each Steering Committee meeting and as necessary after the first City Council briefing in preparation for the final Council briefing.

**Task 2.5 Initial Fee Billing Evaluation**

FNI will meet with City staff to review draft funding mechanisms to identify approaches for fee assessments to stormwater system users. FNI will coordinate with City staff to obtain current utility billing records to initiate steps for integration of potential stormwater user fees.

**Task 2.6 City Council Briefings**

FNI will assist City staff and the Steering Committee to prepare supporting documentation for recommendations to City Council by the Committee in up to two (2) City Council briefings. FNI will attend each City Council meeting and present and/or be available to provide input at the request of City Council, the Steering Committee, and/or City staff.

**Task 2.7 Stormwater Management Program Funding Study Report**

FNI will deliver a report that documents the basis and approach for the stormwater management funding study and the development of the City's stormwater utility fee. FNI will provide the City with three (3) hard copies and one (1) electronic file of the draft report upon completion of the project. Upon receipt of the City's final comments, FNI will finalize the report and deliver five (5) hard copies and one (1) electronic file to the City.

**Phase 2 Deliverables:**

- Prioritized stormwater management program services and projects
- Summaries of meeting discussions with City staff and Steering Committee
- Public feedback from public outreach mechanisms
- Steering Committee stormwater management funding recommendations
- City Council briefing presentations
- Stormwater Management Program Funding Report

**SPECIAL SERVICES**

The following services will be provided upon written request of the City in conjunction with the Study.

**Task S.1. Initial Community Survey**

FNI will contract with ETC to develop a community survey to obtain feedback about stormwater management understanding, expectations, priorities and funding preferences. The FNI team will coordinate with City staff to develop the survey questionnaire.

**Task S.2. Final Community Survey**

FNI and ETC to develop a community survey to obtain feedback about the Steering Committee's draft stormwater management funding recommendations. The FNI team will coordinate with City staff to develop the survey questionnaire.

**Task S.3. Prepare for Public Vote**

FNI will coordinate with City staff to develop and provide supporting documentation necessary to prepare for a public vote on the proposed stormwater management funding proposition.

FNI will coordinate with City staff to develop initial content for the Study web site, social media, and print media for the City's use in informing the community about the proposed stormwater management funding proposition vote. FNI will provide content for the web site for City upload if maintained on the City's web site. FNI will provide and maintain the web page if the Study project web page is hosted by FNI. The City will be responsible for printing of mailers, handouts and other printed materials, as well as coordination with local media for news stories or interviews.

**Task S.4. Stormwater Utility Billing Integration**

FNI will meet with City staff two (2) times at City offices to develop an approach to integrate stormwater utility information for each property into the City's utility billing system for the purpose of assigning a site-specific stormwater utility fee to individual utility accounts. FNI will provide a dataset of complete stormwater utility billing data to the City for batch upload into the utility billing system. Coordination with the City's utility billing system software vendor is often beneficial for this effort. FNI will coordinate through the City with the utility billing vendor as appropriate. Services rendered by the utility billing vendor for this effort are not included in this scope and budget and are the responsibility of the City. Often, the effort requested from the utility vendor falls within a standard existing utility billing system maintenance contract between the vendor and the City.

**Task S.5. Stormwater Utility Fee Data Maintenance Methodology**

FNI will coordinate with the City to develop a data maintenance approach for a stormwater utility fee. This will include maintenance of data through project development to keep dataset current. FNI will develop and deliver standard operating procedures for use by the City.

**Task S.6. Go-live Support Services**

FNI will provide up to 160 hours of follow-on services to support City staff with initial implementation of the stormwater utility fee, including assistance with responding to community inquiries, evaluating appeals, streamlining procedures, and other related activities as requested.

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Public information meetings, in addition to the public meetings included in Attachment A.
- B. Information meetings and workshops with city councils, commissions and committees, in addition to those specifically included in Attachment A.
- C. Field surveying required for the preparation of designs and drawings.
- D. GIS mapping services or assistance with these services, in addition to those specifically included in Attachment A.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- G. Providing renderings, model, and mock-ups requested by the OWNER.
- H. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- L. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

- M. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- N. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- O. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- P. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

**Attachment B, Schedule  
Norman Stormwater Funding Study**

**SCHEDULE**

**START DATE:** April 17, 2017

**PHASE 1 SERVICES DURATION:** Approximately 6 weeks from Phase 1 Notice to Proceed (NTP)

**PHASE 2 SERVICES DURATION:** Approximately 4 months from Phase 2 NTP

**SPECIAL SERVICES DURATION:** Approximately 6 months from completion of Basic Services

**BASIC SERVICES COMPLETION:** AUGUST 31, 2017 (Assuming Notice to Proceed in April 2017)



**Attachment C, Compensation  
Norman Stormwater Funding Study**

- A. **Basic Services:** Compensation to FNI for Phase 1 of the Basic Services in Attachment A shall be the lump sum of Twenty-Five Thousand Dollars (\$25,000.00). The estimated compensation to FNI for Phase 2 of the Basic Services in Attachment A is One Hundred Seventy Thousand Five Hundred Thirty-Three Dollars (\$170,533.00) and is provided for reference only. The scope and fee for Phase 2 will require negotiation with OWNER and approval of City Council based on the recommendations derived from Phase 1 of the Basic Services.

If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Special or Additional Services in Attachment A or D, respectively, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges. Should the Client request special or additional services, as described in Attachments A or D, the City will provide in writing notice for the initiation of such service.

**Schedule of Charges:**

<b><u>Position</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>
Professional - 1	64	109
Professional - 2	83	139
Professional - 3	89	170
Professional - 4	129	208
Professional - 5	165	228
Professional - 6	156	416
Construction Manager - 1	81	186
Construction Manager - 2	98	142
Construction Manager - 3	121	151
Construction Manager - 4	153	207
CAD Technician/Designer - 1	54	93
CAD Technician/Designer - 2	85	122
CAD Technician/Designer - 3	109	156
Corporate Project Support - 1	40	91
Corporate Project Support - 2	66	162
Corporate Project Support - 3	72	315
Intern/ Coop	33	60

**Rates for In-House Services**

**Technology Charge**

\$8.50 per hour

**Bulk Printing and Reproduction**

	<b><u>B&amp;W</u></b>	<b><u>Color</u></b>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

**Travel**

Standard IRS Rates

**OTHER DIRECT EXPENSES:**

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

**These ranges and rates will be adjusted annually in February.**

320-2206

**Attachment D, Owners Responsibilities  
Norman Stormwater Funding Study**

As the City of Norman will serve as a conduit for information, the City shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant information for the purpose of this study. If data is required from other public or private entities, the City will assist in making requests for such data.

The City shall perform the following tasks:

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

• Initial Community Survey	\$21,861.00
• Final Community Survey	\$21,861.00
• Public Vote Preparation Assistance	\$21,921.00
• Stormwater Utility Billing Integration	\$31,954.00
• Stormwater Utility Fee Maintenance Methodology	\$21,625.00
• Go-live Support Services (160 hours)	\$26,653.00