

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and SAIC Energy, Environment & Infrastructure, LLC (SAIC or CONSULTANT) for the following reasons:

1. OWNER intends to construct improvements along LINDSEY STREET FROM 24TH AVENUE TO EAST OF BERRY ROAD (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be ____ day of _____, 2012.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SCOPE OF SERVICES

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

ARTICLE 4 - SCHEDULE

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

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

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

Neither party are liable to the other for any special, indirect or consequential damages such as, but not limited to, loss of revenue, or loss of anticipated profits.

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION AND SUSPENSION

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

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

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

ARTICLE 16 - NOTICES

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

John R. Clink, P.E.
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

SAIC:

Alan Soltani
Division VP
9400 N. Broadway, Suite 300
Oklahoma City, Oklahoma 73114

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 SAIC have executed this Agreement.

DATED this 2th day of December, 2012.

The City of Norman
(OWNER)

SAIC Energy, Environment & Infrastructure,
LLC (CONSULTANT)

Signature _____

Name Cindy Rosenthal

Title Mayor

Date _____

Attest:

City Clerk


Signature Alan Soltani

Name Alan Soltani

Title SR Vice President

Date 11/28/12

Attest:

Asst. Secretary 

Approved as to form and legality this 10 day of December 2012.


City Attorney

AGREEMENT
FOR
ENGINEERING SERVICES
ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS
LINDSEY STREET FROM 24th AVENUE TO EAST OF BERRY ROAD

SCOPE OF SERVICES

ATTACHMENT A

A. SCOPE OF PROJECT. The PROJECT shall consist of data collection /survey, a storm drainage diversion system design, geotechnical investigations, traffic signal, signal interconnect, street widening improvements, bridge design and utility coordination along LINDSEY STREET FROM 24TH AVENUE TO EAST OF BERRY ROAD. It is expected that there will be at least two (2) construction contracts developed on this PROJECT. Included may be services and or construction contracts for engineering, right of way acquisition, utilities relocations, etc.

A.0 SCOPE OF SERVICES. The SERVICES to be performed by the ENGINEER under this AGREEMENT will consist of two (2) phases, as stated below. They are an early Storm Drainage Diversion project and the Lindsey Street Widening Project. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and after receipt of a Notice to Proceed.

The plans and right of way drawings shall be based upon the specific services addressed below.

Design Services include:

- Design of the Storm Drainage Diversion Plans.
As stated above, the design plans and the deliverables were prepared in consideration of the two (2) major construction components due to the urgency of providing the design of the Proposed Storm Sewer Diversion System. These plans will need to coincide with ODOT's construction schedule for the I-35/SH 9 Interchange project. This Storm Sewer Diversion Project was developed as part of the City of Norman Storm Water Master Plan dated October, 2009. This design includes a large RCB storm drainage system that may need to be split into two project plan sets for ODOT and the City of Norman to include in separate construction bid lettings. ODOT could include a portion in their plans for construction as non-participating items under a Drainage Construction Agreement between ODOT and the City of Norman.
- Widen Lindsey Street to accommodate a five-lane section from 24th Avenue to Berry Road and transition to a two-lane section east of Imhoff Creek. Final configuration of typical section for roadway to include bike lanes shall be determined during design.
- ADA compliant sidewalks and ramps along both sides of Lindsey Street.

- Consolidate driveways where practical for better access management.
- Reconstruct driveways as far as necessary to provide vertical alignment, sight distance, ADA compliance, and drainage.
- New fully actuated traffic signal at the existing McGee Drive, and Berry Road Intersections.
- New signal interconnect along Lindsey Street from 24th Avenue to the end of project which is just east of Imhoff Creek.
- New signalized intersection(s) at Murphy Street and Wylie Road. Incorporate the Roadway modifications necessary to provide adequate capacity and safety; including sufficient storage and taper for left-turn lanes.
- Widen Lindsey Street to the east of Berry Road to include the construction of the new Imhoff Creek Bridge.

The Basic Services of the ENGINEER shall include, but are not necessarily limited to, the following tasks:

- Designate a representative to coordinate all information between ENGINEER and CITY.
- Document meetings conferences, coordination, etc., and send documentation to CITY within two (2) working days.
- Attend initial conferences and/or other meetings with the CITY, ODOT, other administrative and regulatory agencies, and the public.
- Perform necessary surveys, data collection, and geotechnical investigations for the PROJECT.
- Furnish engineering data, where necessary, for the coordination of the PROJECT with other local projects or with state or federal authorities.
- Prepare drawings in conformance with the drafting standards set forth in the ODOT Roadway Design Manual dated July 1992 or Oklahoma Department of Transportation requirements, as necessary. Drawings shall be 22" x 34" and 11"x 17" in size. Deliverables to include MicroStation format design files for the Drainage Outfall and Widening Plans and AutoCAD format design files for City of Norman Water and Sewer Relocation plans.

A.1 Phase 1 PRELIMINARY DESIGN PHASE. This portion of the study will be performed according to the article A.1.1.through A.1.12.

A.1.1 Design Survey

- Control Survey
 - Provide the City with a Letter of Entry for distribution to the Property Owners
 - Establish section corners and section lines.
 - Establish centerline of roadway and offsets of centerlines.
- Utility Surveys.
 - Contact utilities for necessary flagged locations or as built plans by each underground utility whose facilities may be involved.
 - Locate all flagged underground utility locations horizontally.

- Locate all above ground utility locations horizontally.
- Probe where possible and practical, and at regular intervals all underground utilities within the limits of the proposed construction. Pothole services will be contracted separately by the City of Norman. The ENGINEER will survey pothole locations as needed.
- Horizontal and Vertical Surveys;
 - Survey to include a total of 3.75 miles:
 - 1.25 mile on Lindsey Street from 24th street to Pickard,
 - 0.75 miles on McGee Drive
 - 0.25 miles of Murphy
 - 0.25 miles on Briggs Street from I-35 to 24th, Storm Sewer Outfall alignment
 - 0.5 miles from Briggs Street to S.H. 9, Storm Sewer Outfall Alignment
 - 0.5 miles on Wylie Road
 - 1800 feet total along Imhoff Creek channel, upstream and downstream from Lindsey Street.
 - All surveys are to tie into the applicable ground monuments. Monument data is to be shown on the plans.
 - Horizontal locations of all physical features within the project area that may interfere with construction or be located within the proposed right-of-way.
 - Full cross sections will be taken at 50-foot intervals and where possible will extend a minimum of 25 feet beyond the right-of-way limits.
 - Half sections will be taken along both edges of existing driveways.
 - Elevations will be taken for flow lines and tops of existing manholes and structures.
 - Elevations will be taken for existing surfaces that must be met or matched.

A.1.2 Geotechnical Investigation

- Provide field exploration, laboratory testing and a geotechnical engineering report for the roadway portion of the project. Geotechnical sub consultant to provide pavement design recommendation based on geotechnical engineering report.
- Provide field exploration, laboratory testing and a geotechnical engineering report for the bridge structure over Imhoff Creek. This is to include two boring at locations provided by the ENGINEER.

A.1.3 Drainage Diversion System/Imhoff Creek Design & Hydraulics

Drainage Diversion system West of Wylie Road:

- The RCBs will be sized to convey the flow generated from the 10-, 50-, and 100-year flood events and a construction cost comparison will be submitted to the City of Norman Staff for their selection.

- The selected RCB size will be designed to convey flow from approximately the corner of Camden Way and Rosedale Drive to the Canadian River. The Canadian River reach Upstream of the confluence of Imhoff Creek will be studied to determine the impact of the diverted flow to the river reach between the I-35 Bridge and the confluence of river With Imhoff Creek.
- The selected RCB will follow the general layout shown in the City of Norman Drainage Master Plan with minor changes on the west end of the project to accommodate Construction need and minimize cost.
- A drainage report for the design of the RCB will be prepared and submitted to the City of Norman for their records.

Drainage Diversion system East of Wylie Road:

- The conveyance system will be sized to convey the flow generated from the 10-, 50-, and 100-year flood events and a construction cost comparison will be submitted to the City of Norman Staff for their selection.
- The selected system will be designed to convey flow from approximately the corner of Wylie Road and Caddell Lane to Imhoff Creek.
- The drainage conveyance system will follow the general layout shown in the City of Norman Drainage Master Plan with minor changes *if necessary* and after approved by City of Norman staff to accommodate construction constraints and/or to minimize the construction costs.
- A drainage report for the design of the RCB will be prepared and submitted to the City of Norman for their records.

River Hydraulics for Imhoff Creek Bridge:

- A Hydraulic analysis for 2-, 5-, 10-, 25-, 50-, 100- and 500-year flood events will be performed to determine the most efficient and economically feasible bridge size for the Lindsey Street crossing of Imhoff Creek. A hydraulics report will be submitted to the City of Norman for their records. The scope will include one meeting to discuss the hydraulic study findings.
- If required, a Permit application for Oklahoma Water Resources Board will be developed so that the City of Norman can apply for an OWRB Floodplain permit.
- The bridge hydraulic design will consider the proposed natural improvement plan for Imhoff Creek as outlined in the City of Norman Greenway Master Plan and will accommodate items listed in the Greenway Master Plan.

River Hydraulics and Plans for Imhoff Creek Channel Improvements/404 Permit:

- The proposed Imhoff Creek Channel Improvements will be designed from Elmwood Drive located downstream of Lindsey to Madison Street located upstream of Lindsey Street. These limits represent approximately 1800 feet of channel length which also crosses Lindsey Street. The hydraulic study will include the new Lindsey Street Bridge. The hydraulic model,

calculations and documents will be provided to the City for submittal of the 404 Permit Application to the CORPS.

- 404 Permit Effort Limitations: As a part of this scope of services, SAIC will provide the design and plan preparation to obtain the USACE 404 Permit. However, the environmental assessment has not been completed for this portion of the project and any additional design work associated with the findings of that assessment is not included in this scope. These findings will directly affect the level of effort needed to address the possible mitigation needed to obtain the 404 Permit. The current scope does not include this effort, but SAIC can provide these additional services as a contract amendment after the level of effort is determined. It is assumed that ODOT will be responsible for the completion of all associated environmental work.

A.1.4 Traffic Operations & Multimodal Corridor

- Conduct average daily traffic and morning & evening peak hour traffic counts, vehicle classification data, pedestrian, bicycle and transit data at the existing three signalized intersections: Lindsey/24th Ave SW, Lindsey/McGee and Lindsey/Berry
- Traffic data will also be collected at the following intersections to develop and implement a potential Access Management Plan: Lindsey/Lindsey Drive,
- Lindsey/Murphy
- Lindsey/Crown Point
- Lindsey/Wylie
- Review traffic data to identify traffic patterns and demands at various driveways.
- Assist roadway and aesthetics team for multimodal elements including sidewalk & crosswalk placements, exclusive and shared bike lanes, and bus pullouts and sheltered stops.

A.1.5 Access Management Plan

- Develop an Access Management Plan with consolidated/retrofitted/relocated driveways based on traffic data, traffic demand and travel patterns at driveways.
- Perform traffic operational analysis along Lindsey Street for various alternatives including existing conditions, proposed conditions with five-lane and proposed conditions with five-lanes and iterations of proposed Access Management Plan recommendations. Data will be presented at the meetings with business owners for consensus.
- A maximum of two (2) meetings with the City Staff and five (5) meetings with the business owners have been assumed for fee estimation purposes. Scope of work includes preparation of all required exhibits and presentations.
- If significantly more meetings than this are required, they will be paid for as time and materials price per meeting.

A.1.6 Right-of-Way Requirements

- Determine if additional right-of-way is required.
- Designate location and amount of additional right-of-way if required.
- Investigate the possibilities of using temporary right-of-way in some work areas and side slope areas including areas to meet ADA requirements.
- Prepare a right-of-way map including all existing and statutory right-of-way and easements.
- Acquire certified ownership list / title search.

A.1.7 Prepare a written analysis that includes design requirements, necessary calculations, a cost effectiveness analysis on the best alternative to accomplish project goals, and a cost estimate.

A.1.8 Bridge over Imhoff Creek

- Assumed bridge width to accommodate three traffic lanes (12 feet each), two bike lanes (8 feet each), and two sidewalks (5 feet each); this is a total 54 feet clear roadway.
- Based on hydraulic studies a proposed bridge structure will developed into a General Plan and Elevation sheet (GP&E). Two bridge types will be considered as alternates. Alternate A: If the span required is less than 65' a pre-cast type bridge structure will be used. Alternate B: For span lengths 70' to 100', a single span Pre-stressed Concrete bridge is anticipated, with 3:1 headers and TR4 Traffic Rails. Alternate bridge design costs are shown as appropriate.

A.1.9 Construction Sequence

- Develop construction sequencing plans for the following scenarios,
 - Pre Lindsey Street Construction – RCB Storm Drainage Diversion System
 - Lindsey Street Utility Relocation and Roadway Drainage along Lindsey Street and north of Lindsey Street
 - Lindsey Street Widening and Improvements Project
 - Bridge Over Imhoff Creek

A.1.10 Design PRELIMINARY PLANS for the PROJECT - All plans are to be prepared in English units. Two sets of Preliminary plans are expected: 1) Drainage Outfall, 2) Lindsey Widening. PRELIMINARY PLANS shall include as a minimum:

- Cover Sheet indicating "Preliminary Plans"
- Summary Sheets for pay quantities and pay items notes, storm sewer design, and storm inlet design
- Drainage Maps
 - Typical Section Drawings

- Geometric Drawings
- Plan and Profile Drawings. Scale for plan sheets shall be approved by OWNER prior to plan preparation
- Sketch Plans for all special drainage structures, retaining walls, or other special items for the Project
- Traffic Signal Plans
- Bridge GP&E sheet
- Preliminary construction phase drawings indicating traffic patterns during construction but without signage, barrels, etc.
- Cross-section drawings showing existing ground lines with dashed lines and proposed ground lines with solid lines. Full cross-sections shall be shown at 50-foot intervals and half-sections shall be shown at each edge of all existing and proposed driveways and street returns.
- Additional written information such as calculations for drainage structure sizing, construction cost estimates, or other items pertinent to the PROJECT as requested by OWNER.

A.1.11 Meet with the CITY and ODOT to discuss PRELIMINARY PLANS.

- ENGINEER shall arrange and attend a Plan in Hand Review meeting with ODOT and the CITY.

A.1.12 Utility Relocation Coordination

- Existing Conditions Utility Sheets; ENGINEER shall prepare plan sheets showing all known and mapped utilities within the proposed right-of-way corridor. All utilities shown shall be color coded per the standard APWA utility color coding system.
- Utility Coordination Meeting; ENGINEER shall schedule a Utility Coordination Meeting with the OWNER and all utility companies to present and discuss the project and identify all conflicts with the utilities. Minutes of the meeting will be completed and sent to all meeting attendees. A daylong session that includes utility meetings of like utilities with separate morning and afternoon sessions are included in this task.
- Utility Relocation Plans;
 - Preparation of the Utility Relocation Plans for Private Utilities by ENGINEER on behalf of Utility Companies/ Agencies/ OU is not included in this agreement. Each utility company will provide relocation plans if a conflict exists.
 - ENGINEER shall request utility relocation plans from each affected utility. ENGINEER shall review, coordinate, de-conflict, and approve all utility relocations plans necessary for project construction. ENGINEER shall provide a set of "As-Planned" composite Utility Relocation Plans that will show the proposed relocations of all conflicted utilities within the limits of the project.
 - Transmit plan comments to utilities for corrections as necessary to obtain approval.

- Monitor progress of utilities in completing relocation plans and obtaining ODOT approval.
- Submit relocation plans to ODOT Resident Engineer for approval.
- Utility Clearance Letters; ENGINEER shall follow-up the Utility Coordination Meeting with all utility companies to secure a Utility Clearance Letter or a proposal for the relocation of the utility in conflict. Once the utility in conflict has been relocated, a Utility Clearance Letter from the utility company will be secured by ENGINEER. Copies of all the Utility Clearance Letters will be forwarded to the OWNER.

A.2 Phase 2 FINAL DESIGN PHASE: This portion of the study will be performed according to the articles A.2.1 through A.2.12

A.2.1 Traffic Control Plans - ENGINEER to provide phased construction plans to maintain traffic through the project during construction.

A.2.2 Traffic Signal Plans - ENGINEER to provide signal plans with decorative signal equipment for the two (2) existing intersections and two (2) proposed intersections.

A.2.3 Traffic Lighting Plans - ENGINEER to provide lighting plans with decorative lighting equipment for Lindsey Street from 24th Avenue SW to Berry Road.

A.2.4 Prepare information necessary for OWNER to acquire all necessary Local, State and Federal permits pertaining to Floodplains, Waterways, and Wetlands. This will include City of Norman Permits, section 404 permits from the Corps of Engineers, and the NPDES permit from EPA. Services to prepare LOMR/CLOMR documents will be added as needed under additional services with approval by the OWNER.

A.2.5 Miscellaneous Surveys.

- Provide staking of Right-of-Way parcels as requested by CITY for appraisals and purchases.
- Provide staking of baseline for utility relocations prior to construction. Control points will be set at the end of each leg of the project and at a maximum of 500-foot intervals along the construction reference line.
- Provide surveying of critical elevations, locations and other data as requested by CITY during construction of utility relocations.

A.2.6 Aesthetics/Irrigation/Landscape/Gateway Plans

The Aesthetic design will include the design effort based on the Lindsey Street Widening Concept Plan as follows:

- Conduct site visits as required to determine constraints and collect necessary data.
- Prepare a written analysis that includes design requirements, necessary calculations, and a cost estimate.
- Provide coordination with the lighting plans for decorative lighting equipment for Lindsey Street from 24th Avenue SW to Berry Road.
- Provide coordination with the multimodal elements including sidewalk & crosswalk placements, exclusive and shared bike lanes, and bus pullouts and sheltered stops.
- Provide specialty pavement design at the intersections of both Berry Road and 24th Avenue.
- Provide specialty pavement design at the bus stops.
- Provide planting and planting detail plans in accordance with City of Norman and ODOT requirements as well as decisions derived from public input.
- Provide irrigation and irrigation detail plans for 100 percent plant coverage and coordinated with the City of Norman.
- Prepare appropriate renderings which would include street cross sections and images of the intersections of both Berry Road and 24th Avenue and a typical bus stop location.

Additionally, the criteria for the Gateway feature(s) have not been identified but this scope will provide support to the City to help determine a design. This will include a conceptual drawing at 24th Ave. SW and Berry Road to present to city for approval. Design of any selected concept is not included in this scope but SAIC can provide a design scope and fee in a contract amendment.

A.2.7 Design FINAL PLANS for the PROJECT. Two separate construction contracts are anticipated. The first construction plan set shall include the Storm Sewer Outfall Structures. The second plan set shall include the roadway, roadway drainage structures, bridge, signals, lighting and aesthetics. FINAL PLANS shall include but not be limited to the following sheets:

- Cover Sheet and Location Map
- Typical Sections
- Geometry
- Joint Layout
- Drainage Map
- Drainage Summary
- Pay Quantities and Notes
- Roadway Summary
- Drainage Structure Summary of Computations
- Survey Control Data
- Elevation Control
- Sediment and Erosion Control and SWPPP
- Traffic Signals (2 existing & 2 proposed)
- Traffic Signal Interconnect details

- Traffic Control and Notes
- Special Structures
- Construction Sequencing
- Construction Traffic Control Plan
- Signing and Striping Plans
- Bridge Plans
- Lighting Plans
- Water & Sewer Relocation Plans (To be provided as part of Additional Services)
- Aesthetics/Irrigation/Landscape/Gateway Detail Plans
- Final Right of Way Plans
- Miscellaneous Details
- Cross Sections
- City of Norman Standards
- ODOT Standards

A.2.8 Meet with the CITY to discuss FINAL PLANS.

- ENGINEER shall set up final plan review with ODOT and the CITY.

A.2.9 Website / IT Management

- SAIC will provide support with exhibits, drawings and other documents for use by the City on their project web site.

A.2.10 Construction Assistance

- Engineer shall attend a pre-construction conference with the City of Norman and ODOT.
- Engineer shall be available to provide clarification for the contractor and ODOT concerning the construction documents during construction and if necessary visit the site to resolve related issues.
- Engineer shall attend a final inspection meeting with the City of Norman and ODOT and advise the City as to any defects or omissions from the approved construction documents.
- Engineer shall provide the City a set of as-built construction documents at the conclusion of construction based on a visual inspection, ODOT inspection records and limited field survey.

A.2.11 Provide the CITY with the following sets of plans:

- Plan sets will follow the ODOT standard submittal process for number of sets and size plan sheets unless otherwise directed. Also in accordance with ODOT criteria, the plans will be designed using Microstation. Utility coordination sets will be provided in AutoCAD format as needed. A reasonable number of in-progress hard copies will be provided as requested.

1. STORM DRAINAGE DIVERSION PLANS
2. ROADWAY, ROADWAY DRAINAGE, BRIDGE, LIGHTING, AESTHETICS, TRAFFIC SIGNAL PLANS RIGHT OF WAY PLANS.
3. SPECIAL PROVISIONS

A.2.12 Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A.2.13 Public Participation

- Attend initial conferences with CITY and other administrative and regulatory agencies, including the Oklahoma Department of Transportation (ODOT), and utility companies, to review PROJECT requirements and discuss scheduling of the PROJECT.
- Attend other meetings with CITY and other administrative and regulatory agencies, including ODOT and utility companies as necessary. Meetings with the CITY to review plans and reports shall be held at the City of Norman offices or ODOT.
- Attend public meetings for the PROJECT.

A.3 Additional Services: "Requiring OWNER's Authorization in Advance





The consultant as requested by the City can provide the following additional services with the scope and associated fees being negotiated as an amendment to this contract:

- Utility Relocation Plans for City owned water and sewer utilities will be prepared by the ENGINEER. This includes relocations along Lindsey Street from 24th Street to Pickard Road and crossing conflicts. This will also include any crossing conflicts along the storm sewer outfall alignment.
- Bidding Phase Services (City Utility Relocations Only)
 - After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:
 - Assist OWNER in advertising for and obtaining bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 - Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

- Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- The Bidding Phase will be considered complete upon commencement of the Construction Phase.
- Construction Phase Services (City Utility Relocations Only). Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:
 - Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
 - Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
 - Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of this Exhibit A.
- Right-of-way Acquisition Services.
- FEMA Map Revision including CLOMR/LOMR
- Gateway Feature(s) design determined during Aesthetics study
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Article A.4 Responsibilities of the CITY.
- Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ATTACHMENT B

ANTICIPATED SCHEDULE City of Norman Cleveland County, Oklahoma LINDSEY STREET - 24th Ave. SW to East of Berry Road

Key	
	Duration of Time
	Event
	Other Events
	Stakeholder Meetings ¹

Project Schedule in Months

Description	Duration	Year 1			Year 2												Year 3									
		10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10
Notice to Proceed -	1d																									
Kickoff Meeting	1d																									
Data Gathering and Coordination w/ODOT	2m																									
Survey	3m																									
Hydraulic Study- Drainage Design	3m																									
City Review/Approval of Hydraulic Study	2w																									
Preliminary Design ²	4m																									
Presentation of Aesthetics to City	1d																									
Workshops/Charrette ³	1m																									
Revised Preliminary Plans (30%)	1m																									
Plan-in-Hand Field Meeting (30%)	1d																									
Geotech Investigation	1m																									
ROW/Utility Plans (60%)	5m																									
Utility Relocation Coordination	7m																									
Right-of -Way Plans	3m																									
Right-of -Way/Utility Meeting (60%)	1d																									
90% Plans	4m																									
Final Plan Field Review Meeting	2m																									
City Partial Utility Relocation Plans ⁴	2m																									
Final Document Revisions (PS&E)	2m																									
Construction Plan Submittal	1d																									
Right-of -Way Acquisition/Utility Relocates	8m																									

Note:

1. All Stakeholder meetings will include project and progress updates to City Staff and City Council.
2. Preliminary design includes development of aesthetic concepts and 30% Plans.
3. Workshops will include presentation of Aesthetics and Gateway Concepts to the Stakeholders, City Staff and/or City Council.
4. City Water and/or Sewer Relocation Plan Development, if required.

LINDSEY STREET FROM 24th AVENUE TO EAST OF BERRY ROADCOMPENSATION**ATTACHMENT C**

Task 1 Survey and Geotechnical Study	\$	263,625
• Survey		
• Geotechnical Investigation - Terracon		
Task 2 Hydraulic Study and Drainage Diversion Design	\$	446,750
• Drainage Diversion Design & Hydraulic Analysis		
• Imhoff Creek Channel Improvements		
• CLOMR/LOMR (TBD)		
Task 3 Preliminary Design	\$	435,500
• Traffic Study / Access Management		
• Roadway Preliminary		
• Utility Coordination		
• Construction Sequence		
• Right-of-Way Plans - DTM, PLLC		
Task 4 Final Design	\$	692,500
• Traffic Signals		
• Traffic Lighting		
• Roadway Final		
• Aesthetics/Irrigation/Landscape/Gateway		
• Traffic Control		
Task 5 Meetings and Web Support	\$	71,500
• Meetings with City Staff/ODOT/ City Council/Stakeholders		
• Public Participation		
• Website / IT Management		
Task 6 As Builts	\$	20,000
• Record Drawings		
TOTAL BASE FEE	\$	1,929,875
Bridge Alternate: TBD after Hydraulic Analysis		
o Alternate #1 Precast Bridge	\$	10,500
o Alternate #2 Single Span Bridge	\$	68,000
TOTAL BASE FEE Plus Alt #1	\$	1,940,375
TOTAL BASE FEE Plus Alt #2	\$	1,997,875

Notes:

TBD = To Be Determined

-Water and Sanitary Sewer Relocation (TBD)

-Bridge Alternate to be determined based on hydraulics study of Imhoff Creek.

The consultant shall invoice the City for services rendered based on a percentage of each task completed.

LINDSEY STREET FROM 24th AVENUE TO EAST OF BERRY ROAD

OWNER RESPONSIBILITIES

ATTACHMENT D

- A.4 Responsibilities of the CITY. The CITY agrees to provide the following,
- A.4.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
- Records, reports, studies, plans, atlas sheets, drawings, and other data available in the files of the CITY which may be useful in the work involved under this AGREEMENT.
- A.4.2 Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- A.4.3 Staff Assistance. To furnish the services of at least one of CITY'S employees or staff who has right of entry to, and who has knowledge of, CITY'S facilities relating to this Project.
- A.4.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
- A.4.5 Property Acquisition Services