

ENGINEERING CONTRACT FUNDING AGREEMENT
BETWEEN
THE CITY OF NORMAN
AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
FOR ENGINEERING SERVICES INVOLVING
CITY OF NORMAN LEGACY TRAIL
EC - 1561

This agreement, made the day and year last written below, by and between the City of **NORMAN**, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to wit:

WHEREAS, the OKLAHOMA DEPARTMENT OF TRANSPORTATION, ODOT, has authorized the expenditure of allocated federal STP funds toward the engineering of an eligible improvement for the CITY, specifically described as follows:

Design Engineering Services

Project Type	Div	County	JP No	Project No.	Description
ENHANCEMENT	03	CLEVELAND	28811(04)	STP -114E (300) EH	CITY OF NORMAN LEGACY TRAIL MULTIMODAL PATH EXTENTION (ALONG 24TH AVENW & 36TH AVE NW)

WHEREAS, the CITY requests authorization to contract for the described engineering services with **CABBINESS ENGINEERING, LLC**, an Oklahoma Limited Liability Corporation and a qualified consultant.

WHEREAS, the DEPARTMENT is of the opinion that the CITY is capable of administering the described engineering contract in a satisfactory manner;

NOW, THEREFORE, it is mutually agreed by the CITY and the DEPARTMENT that:

- 1) The CITY agrees to provide to the DEPARTMENT a fully executed, negotiated engineering contract by and between the CITY and the consulting engineer for the described engineering services. Said agreement shall include and encompass all current applicable Federal Highway Administration Contract Provisions.
- 2) The CITY agrees to comply with the DEPARTMENT'S current Guidelines for the Administration of Consultant Contracts, and hereby certifies that this engineering contract has been executed in full compliance with the aforementioned policy.
- 3) The CITY agrees to administer the execution of the engineering contract, and to submit the necessary certifications and DEPARTMENT claim forms for progress payments as designated within the specific engineering contract.

- 4) Federal funding in support of this project shall be in accordance with the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, Title 23, U.S.C., as amended, and applicable Office of Management and Budget circulars. The SPONSOR shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government.
- a. Based on an negotiated COST PLUS not to exceed contract amount of *Sixty-Five-Thousand-One-Hundred-Dollars (\$65,010)*, it is agreed the project referenced above will be financed as follows.
 - b. Federal STP funds shall be used to finance 80% of the federally participating engineering costs of *Fifty-Two-Thousand-Eighty-Dollars (\$52,080)*.
 - c. City funds provided by the City shall be provided to finance the balance of the eligible participating project engineering costs, estimated at *Thirteen-Thousand-Twenty-Dollars (\$13,020)*, which shall be used to provide their obligation of 20% of the eligible project costs.
 - d. The CITY agrees to pay for CITY incurred project costs. Following such payments, the CITY shall submit the DEPARTMENT standardized invoice and supporting documentation in the format prescribed by the DEPARTMENT, not more than once per month. The DEPARTMENT will reimburse the CITY up to the amount shown in this Agreement for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the CITY for the establishment, maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation. The DEPARTMENT shall reimburse the CITY for the Federal share of eligible project costs up to the amount shown in this Agreement.
 - e. Partial payments made for costs provided to the DEPARTMENT during the course of this Agreement shall be considered progressive payments and shall be subject to audit review and recalculation upon completion of the work attributable and properly allocable to this project. Upon completion of an audit of the project records a final invoice shall be prepared and the CITY shall receive final payment subject to any necessary audit adjustments. Interim payment invoices shall be signed by the authorized agent which shall without other certification be sufficient.
 - f. The Federal Aid Highway Program is a reimbursement program; therefore, no advance payments will be made to the CITY.
 - g. The final request for reimbursement must be received by the DEPARTMENT no later than sixty (60) days after the project's ending date, and shall contain a final payment certification in the format prescribed by the DEPARTMENT.
 - h. The CITY must at the conclusion of the project provide the DEPARTMENT with a copy of an audit report which has been prepared in accordance with applicable Office of Management and Budget circulars which has been attested by Certified Public Accounting firm to report audited final costs and payments made on this project.
 - i. If it is determined by the DEPARTMENT, based upon an audit performed in accordance with appropriate Federal regulations, that the terms and conditions of this agreement were

not followed, or in the event costs claimed are disallowed following the audit, the CITY shall reimburse the DEPARTMENT the full amount of the disallowed costs.

- 5) The CITY shall be entirely responsible for the administration and completion of all work associated with this contract, through its consultant.
- 6) It is further understood and agreed by the CITY that no State funds have been allocated towards this engineering contract.
- 7) The CITY agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the CITY, the DEPARTMENT, or Federal Government, arising from the CITY's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the CITY to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.
- 8) When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the CITY. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.
- 9) 9) The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964."

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name and the CITY has executed same pursuant to authority prescribed by law.

The CITY on this ____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

CITY OF NORMAN

APPROVED AS TO FORM AND
LEGALITY

By  _____
CITY ATTORNEY

By _____
MAYOR

By _____
ATTEST: CITY CLERK

(SEAL): Approved - City of **NORMAN**

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: LOCAL GOVERNMENT DIVISION

BY: DIRECTOR OF CAPITAL PROGRAMS

APPROVED AS TO FORM
AND LEGALITY

APPROVED

BY: GENERAL COUNSEL

BY: DEPUTY DIRECTOR