

**Standard Form of Agreement
between Owner and Consultant**

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

AGREEMENT made as of the _____ day of **March** in the year **2017**.

BETWEEN the Owner:

**Norman Municipal Authority
201 C West Gray St.
Norman, OK 73070**

And the Consultant:

Halff Associates, Inc.
435 North Walker Avenue, Suite 102
Oklahoma City, OK 73102-1808

For the Project: _____ Project Name: **Reaves Park Sports Complex**
Project Location: **Norman Oklahoma**

The Owner and Consultant agree as follows:

ARTICLE 1. CONSULTANT'S RESPONSIBILITIES.

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

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

ARTICLE 2. SCOPE OF CONSULTANT'S BASIC SERVICES.

2.1 Definition The Consultant's Basic Services consist of those described in Exhibit A (Scope of Professional Services, dated 07 March 2017 – 10 pages) and further described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical, electrical and plumbing engineering services.

2.2 PROJECT MANAGEMENT PHASE

2.2.1 The Consultant shall provide design-phase project management services including budget control, schedule control, project coordination, resource allocation, subconsultant management, coordination and review and preparation of invoices.

2.3 PUBLIC INVOLVEMENT PHASE.

2.3.1 The public involvement component of the planning and design services are intended to solicit feedback from City staff, Parks Board members, City Council members, appointed Ad Hoc Committee members and the general public (at Parks Board and City Council meetings) with the goal of identifying a publicly acceptable direction for the program and to further define important aspects of design and planning activities.

2.3.2 The Consultant shall attend and present the DRAFT Master Plan to the Parks Board (2 meetings).

2.3.3 The Consultant shall attend and present the FINAL Master Plan to the City Council (1 meeting).

2.3.4 The Consultant shall attend up to 5 additional meetings with the ad hoc committee identified by the City.

2.4 DESIGN SURVEY PHASE.

2.4.1 The Consultant shall perform field surveying activities which will be used as the bases for the design and other documents prepared by Consultant. These surveying will document existing visibly identifiable and recorded conditions including topography, property boundary lines, existing utility easements, visible improvements such as utility markers, curbing, sidewalks, pavement, light standards, manholes, valves, fire hydrants, storm sewer inlets, face of buildings, fences, trees.

2.5 MASTER PLAN PHASE.

2.5.1 The Consultant shall confirm the development program to be used by the design Team with City staff and the Ad Hoc Committee prior to the commencement of planning and design activities for the project.

2.5.2 The Consultant, using the program established and input received from the City and the Ad Hoc Committee, shall prepare a preliminary master plan indicating a variety of development & renovation scenarios, with varying mixes of sports activity areas and support facilities for City staff and Ad Hoc Committee review and comment. Comments will be incorporated into DRAFT Master Plan to be presented to the Parks Board for review and comment.

2.5.3 The Consultant shall identify dependent systems for inclusion in the development including electric utilities; water and sanitary sewer facilities; storm drainage facilities and requirements; franchise utilities; establish corridors within the project site for their placement, and provide preliminary development costs for each preliminary master plan alternative.

2.5.4 The Consultant shall review the DRAFT Master Plan with the Ad Hoc Committee, incorporating comments and input received from the Parks Board, altering configurations as applicable, and incorporate comments into the preparation of a refined Preliminary Master Plan for the project to be presented to City Council.

2.5.5 The Consultant shall identify project phasing for City review and approval.

2.5.6 The Consultant shall prepare one (1) estimate of probable construction cost for the Preliminary Master Plan.

2.5.7 The Consultant shall prepare a FINAL Master Plan and Report. This final report will illustrate the site investigation, the final master plan, and the plan preparation process, and will include supporting information used as decision making tools.

2.5.8 The Consultant shall submit the FINAL Master Plan and Report to the City for review and approval.

2.6 GEOTECHNICAL INVESTIGATION PHASE.

- 2.6.1** The Consultant has agreed to retain a subconsultant to perform a geotechnical investigation in which data will be developed to aid in identifying the foundation, structural slab and pavement design recommendations for the identified portions of the project. The associated geotechnical investigatory services, which are defined in Exhibit 'F' of this Agreement, will include field borings, laboratory testing and a written engineering analysis report summarizing findings and design recommendations for foundations and paving. It is important to note that this geotechnical investigation will result in data that is only applicable to the actual location of the boring from which the data was developed. Further, it is understood and agreed that Consultant has been requested to provide these data and shall be entitled, to the fullest extent reasonable, to rely upon the recommendations and findings and data to the same extent as the Owner would have so relied had the Owner retained these geotechnical services directly.

2.7 PRELIMINARY DESIGN PHASE.

- 2.7.1** The Consultant shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.
- 2.7.2** The Consultant shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.
- 2.7.3** The Consultant shall review with the Owner alternative approaches to design and construction of the Project.
- 2.7.4** Based on the mutually agreed-upon program, schedule and construction budget requirements, the Consultant shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 2.7.5** The Consultant shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.
- 2.7.6** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Consultant shall prepare, for approval by the Owner, Construction Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.8 CONSTRUCTION DOCUMENTS PHASE.

- 2.8.1** Based on the approved Preliminary Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Consultant shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 2.8.2** The Consultant shall assist the Owner in the preparation of the necessary bidding information and bidding forms.
- 2.8.3** The Consultant shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 2.8.4** The Consultant shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including but not limited to, the City/State Fire Marshal, City of Norman Code Enforcement, County/State Health Department and the Department of Environmental Quality.
- 2.8.5** The Consultant shall provide one (1) set of electronic data of the CAD files, plot files of the drawings and the specifications to the Owner.

2.9 BIDDING PHASE.

- 2.9.1** The Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in the bidding phase, including selection of the bid most advantageous to the Owner, considering price, quality, date of delivery, and other pertinent factors. The Consultant shall only accept written questions from bidders, subcontractors, material suppliers or any other interested parties. The Consultant shall prepare written responses to the questions and shall forward the written questions and the written responses to the Owner for the Owner's review and potential inclusion in an addenda that will be issued to all bidders. The Consultant shall not respond to questions from bidders, subcontractors, material suppliers or any other interested parties in any other manner. Failure to comply with this requirement shall be considered a material breach of the Contract.

ARTICLE 3. ADDITIONAL SERVICES.

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

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES.

- 3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Consultant shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3.2.2** Through the presence at the site of such Project Representatives, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES.

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

3.4 OPTIONAL ADDITIONAL SERVICES.

- 3.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.
- 3.4.2** Providing financial feasibility or other special studies.
- 3.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.4** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5** Providing services relative to future facilities, systems and equipment.
- 3.4.6** Providing services to verify the accuracy of drawings or other information furnished by the Owner.

- 3.4.7 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.9 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.10 Providing analyses of owning and operating costs.
- 3.4.11 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.12 Providing services for planning tenant or rental spaces.
- 3.4.13 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.14 Providing services in connection with a warranty inspection which will be conducted approximately nine (9) months after Substantial Completion date.
- 3.4.15 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.16 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.17 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as part of Basic Services.
- 3.4.18 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 3.4.19 Providing Construction Administration Services.
- 3.4.20 Providing Record "As-Built" Documents based upon construction contractor markups.

ARTICLE 4. OWNER'S RESPONSIBILITIES.

- 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the order and sequential progress of the Consultant's services.
- 4.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Consultant and are reasonably required by the scope of the Project.
- 4.5 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law.
- 4.6 The Owner shall furnish all legal and accounting services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 4.7 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 4.8 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5. CONSTRUCTION COST.

5.1 DEFINITION.

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

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

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

5.2 RESPONSIBILITY FOR CONSTRUCTION COST.

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

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

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

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

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS.

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

ARTICLE 7. CLAIMS AND DISPUTES.

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

ARTICLE 8. TERMINATION OR SUSPENSION.

8.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services

under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days' written notice to the Owner. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

9.3 Terms in this Agreement shall have the same meaning as those in the City of Norman, Office of the Purchasing Division Specifications and Contract Documents, specifically Section I General Provisions thru Section XIV Termination or Suspension of the Contract, included as part of this Contract, current as of the date of this Agreement.

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

9.5 To the extent damages are covered by property insurance during construction, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the City of Norman, Office of the Purchasing Division Specifications and Contract Documents, specifically Section I General Provisions thru Section XIV Termination or Suspension of the Contract, included as part of this Contract, current as of the date of this Agreement. The Owner or the Consultant, as appropriate, shall require of the contractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

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

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

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

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

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

ARTICLE 10. PAYMENTS TO THE CONSULTANT.

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

10.2 REIMBURSABLE EXPENSES.

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

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

10.2.1.2 renderings, models and mockups requested by the Owner;

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES.

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

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

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

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

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

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

11.1 BASIS OF COMPENSATION.

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

Basic Services: **Six Hundred Ninety Seven Thousand Dollars and Zero Cents (\$697,000.00)**

11.1.2 Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable: (insert additional phases as appropriate)

Project Management Phase	Nine Percent	(9%)
Public Involvement Phase	Three Percent	(3%)
Design Survey Phase	Five Percent	(5%)
Master Planning Phase	Six Percent	(6%)
Geotechnical Investigation Phase	One Percent	(1%)
Preliminary Design Phase	Forty Seven Percent	(47%)
Construction Documents Phase	Twenty Six Percent	(26%)
Bidding Phase	Three Percent	(3%)
Construction Phase: (Optional Service)	Zero Percent	(0%)
Record As-Built Documents: (Optional Service)	Zero Percent	(0%)
Total Basic Compensation	One Hundred Percent	(100%)

11.2 COMPENSATION FOR ADDITIONAL SERVICES.

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

To be negotiated by the Consultant and Owner when required.

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

To be negotiated by the Consultant and Owner when required.

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

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

11.3.1 Estimate of Reimbursable Expenses: **Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)**

11.4 ADDITIONAL PROVISIONS.

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

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

ARTICLE 12. OTHER CONDITIONS OR SERVICES.

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

12.1.1 Basic Services: **Ten Million Dollars and Zero Cents (\$10,000,000.00)**

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

12.3 INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 OTHER CONDITIONS OF THE CONTRACT.

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

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

Norman Municipal Authority
Norman, OK

Halff Associates, Inc. (Oklahoma City, OK)

(Owner Signature)

(Date Signed)

[Handwritten Signature]

(Consultant Signature)

(Date Signed)

Dennis P. Lind VP

(Printed Name and Title)

75-1308699

(EIN/TIN Number)

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ **DATE** _____

Secretary

ATTACHMENTS:

- 1.) Exhibit "A"—Scope of Professional Services from Halff Associates, Inc.
- 2.) Exhibit "B"—Project Map from Halff Associates, Inc.
- 3.) Exhibit "C"—Fee Schedule from Halff Associates, Inc.
- 4.) Exhibit "D"—2017 Hourly Rate Schedule from Halff Associates, Inc.
- 5.) Exhibit "E"—Project Timeline from Halff Associates, Inc.
- 6.) Exhibit "F"—Geotechnical Investigation from Terracox Consultants Inc. DP*

Non-Collusion Affidavit

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

STATE OF Oklahoma)
) ss
COUNTY OF Cleveland)

Project Name: Reaves Park Sports Complex

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

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

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

Halff Associates, Inc
(Company Printed Name)

[Signature]
(Authorized Representative Signature)

Dennis Polind
(Authorized Representative Printed Name)

Vice President
(Authorized Representative Printed Title)

Subscribed and sworn to before me this 21st day of March, 2017

[Signature]
(Signature of Notarial Officer)



My Commission Expires: 12/10/20

My Commission #: 08012065

Construction Development Budget

A construction development budget for general program items is established at \$10,000,000 dollars including a 5% Owner's contingency to be held until the end of construction, +/- 3% for testing and permitting fees and CONSULTANT design fees. This budget also includes the cost of demolition of the existing park maintenance facility and reconstruction (by others) off-site estimated at \$2,000,000 dollars.

Overall Project Budget	\$10,000,000.00
Less Owner's Contingency to be held until end of Construction	\$ 500,000.00
Less design, permitting and materials testing fees	\$ 1,100,000.00
Less construction of new Maintenance Facility (budget provided by City)	\$ 2,000,000.00
Construction Budget	\$ 6,400,000.00

Given the above stated general project information CONSULTANT will provide the following scope of basic services per task listed once the CITY has issued an executed agreement.

BASIC SERVICES

The proposed basic services, which are outlined below, shall include: master planning, schematic design, design development, construction documents, bidding assistance, design survey & geotechnical services.

A. PHASE 1: PROJECT MANAGEMENT | COORDINATION

This task will include the following activities:

1. Coordinate a kick-off meeting with the design team, City staff and the Ad Hoc Committee to identify preliminary programming, project goals, schedules and projected milestones.
2. Provide overall project management services including budget control, schedule control, project coordination, resource allocation, subconsultant management and coordination and preparation & processing of invoices.
3. Submit monthly progress reports at the time of invoicing to the City's Project Manager noting work completed since the last report, work to be accomplished over the next four weeks, and questions and requests for information from the City that will be needed by the time the next progress report is to be submitted (information needed in 4 weeks or more).
4. Ensure timely delivery of all deliverables including electronic files, and hard copies of all pertinent information.
5. Document and distribute minutes of all meetings with City staff within 48 hours of the meeting date.
6. Perform Quality Control / Quality Assurance reviews of CONSULTANT documents.
7. Attend 30% (Schematic Design) submittals and design review meetings and coordinate comment responses and approvals with design team (1 meeting).

8. Attend 60% (Design Development) submittals and design review meetings and coordinate comment responses and approvals with design team (1 meeting).
9. Attend 90% and Final (Construction Document) submittals and design review meetings and coordinate comment responses and approvals with design team. (2 meetings).
10. Assist City in filing the appropriate plans, documents and reports with jurisdictional and regulatory agencies. Submittal may include but not be limited to: the City and Oklahoma DEQ.
11. Review all modifications and comments requested by jurisdictional and regulatory agencies with the City. (1 meeting)
12. Coordinate and oversee revisions to drawings and assist City in submitting final documents to the appropriate agency(s) for final processing, approvals and permits.

B. PHASE 2: PUBLIC INVOLVEMENT

The public involvement part of the planning and design activities will be used to determine the direction the facility program and planning activities should take. This task will include the following activities:

1. Present Master Plan to Parks Board, 1st Thursday of the month (2 meetings).
2. Present Master Plan at City Council Study Session, 1st & 3rd Tuesday of month (1 meeting).
3. Attend Ad Hoc Committee meetings (5 meetings). The Design Team will prepare the discussion outline for meetings with assistance from the City.

C. PHASE 3: DESIGN SURVEY (6 weeks)

The CONSULTANT will prepare a design survey from which all design and engineering documents will be prepared from. This phase will include the following:

1. Topographic Survey
 - a) Contours at a minimum of one-foot interval generated from a digital terrain model.
 - b) Visible improvements such as utility markers, curbing, sidewalks, pavement, light standards, manholes, valves, fire hydrants, inlets, face of buildings, fences, etc. Note: detail in and around the existing structures will be limited to general building footprint.
 - c) Location of marked and/or visible utilities. The "Call Okie" system will be notified and a request to mark utilities will be made. Lemke is not responsible for unmarked or mismarked utilities.
 - d) Location and elevation of storm and sanitary sewer systems showing flowline information and pipe alignments.
 - e) Trees with trunk size 3" and greater will be shown except in dense groves of trees. Where trees are very dense, the limits of the drip line will be shown.
 - f) General outline of landscape areas. Detail within landscaped areas will not be shown.
 - g) Horizontal and vertical control will be referenced to the City of Norman Control Network which is based on the Oklahoma State Plane Coordinate System and NAVD 88 respectively.
 - h) The limits of the survey will be as shown on the attached exhibit.

EXHIBIT "A"

Scope of Professional Services

SERVICES TO BE PERFORMED BY CITY

Design Studies, Criteria, Data

- As-built plans for existing facilities recently completed within the park property and adjacent to the site (i.e. Jenkins Avenue parking improvements, concession & restroom buildings, etc.) if available.
- Existing geotechnical reports and data for existing facilities recently completed within the park property and adjacent to the site (i.e. Jenkins Avenue parking improvements, concession & restroom buildings, etc.) if available for reference only. Consultant to provide geotechnical testing and data for the design of this project.
- Utility information (plans, maps, etc.) both current and archived within the CITY of Norman, if available.
- All available current CITY of Norman GIS, aerials and available survey information to date.
- Provide available information and studies on existing drainage areas on and off-site.
- Provide league standards and athletic field design criteria.
- Standard site design, engineering and hydraulic criteria, details and specifications as necessary to assist the design CONSULTANT available at <http://normanok.gov/content/design-criteria>

Miscellaneous

- Provide direction necessary for aesthetic treatment of proposed structures, amenities and landscaping.
- Provide copies of all licensing agreements, utility agreements and other legal instruments related to the project.
- Coordinate all Ad Hoc Committee meetings – attendees, time and location.
- Prepare and coordinate any required Licensing and/or Utility Agreements.
- Pay all filing; permit review, application and inspection fees.
- Acquire right-of-entry on any property not owned by the CITY should it be determined necessary to complete the scope of work identified within this agreement.
- Facilitate and coordinate with private property owners, if deemed necessary.
- Provide any other pertinent technical information to assist design CONSULTANT.

SCOPE OF WORK TO BE PERFORMED BY CONSULTANT

The purpose of the services proposed herein is to provide professional consulting services consisting of but not limited to master planning, landscape architecture, architecture, civil engineering, structural engineering, MEP engineering, sports field lighting design and hydraulic/hydrologic engineering necessary for the development of the Reaves Park Sports Complex (the project). The project is entirely within the existing boundaries of Reaves Park with access from Jenkins Avenue to the west, E. Constitution Street to the south and E. Timberdell Road to the north. The CONSULTANT intends to work in effective cooperation with the CITY and provide all necessary plans and specifications needed for permitting/approval from regulatory entities to achieve an efficient and acceptable implementation of the project.

Program

1. CONSULTANT shall provide design services for the following general program elements (refer project area map). Project improvements may consist of but are not limited to:
 - Renovation of Two (2) existing concession/restroom buildings and/or -
 - Construction of Two (2) new concession/restroom buildings.
 - Construction of One (1) +/- 400 SF maintenance/storage building.
 - Demolition of Park Maintenance facility structures and associated paving (design and construction of new Park Maintenance facility by others).
 - Renovation of Five (5) natural turf youth baseball fields.
 - Construction of One (1) new natural turf youth baseball field.
 - Renovation of Two (2) natural turf adult softball fields to youth softball fields.
 - Construction of Six (6) natural turf youth softball fields.
 - Construction of new and/or modification of existing vehicular entrances, drives and parking (+/- 500 new spaces).
 - Children's play area(s) at softball field and/or at baseball fields.
 - Shaded Spectator Seating at all fields.
 - Accessible walkways and bleacher pads.
 - Sports amenities – dugouts, bullpens, batting cages, backstop/outfield fencing & batter's eye
 - Spectator amenities – gathering spaces/plazas, open air pavilions, site furniture & drinking fountains.
 - Grading/drainage improvements.
 - Sports Field Lighting.
 - Sports Field Irrigation.
 - Landscape and irrigation for parking lot and common areas.
 - Controlled access points/main entry gateways to fields.
 - On-site storm water detention/retention and storm conveyance.
 - On-site public utilities to serve proposed improvements – water, sanitary sewer.
 - Coordination of on-site private utilities with franchise utility providers to serve proposed improvements – electric, telecommunications and natural gas.

NOTE: The list of general program elements is not all-inclusive. Additional program items may result from exploration of design alternatives and design development.

Deliverables will be a digital CADD file(s) containing the survey information and hard copy prints.

2. Boundary & Right-of-Way Survey

- a) Property lines along the perimeter of the property annotated with bearings and distances to each corner monument.
- b) Easements of record affecting the property.
- c) Legal description with area.
- d) Right-of-way along Timberdell Road, Jenkins Avenue, and Constitution Avenue.

3. Unmanned Aerial Vehicle (UAV) Services

- a) An Unmanned Aerial Vehicle (UAV/drone) will be used to fly the entire site to document existing conditions covering the limits of the survey and provide aerial video and photographic images.

D. PHASE 4: MASTER PLANNING (6 weeks)

1. Confirm the development program to be used by the design Team with City staff and the Ad Hoc Committee prior to the commencement of planning and design activities for the project.
2. Using the program established and input of the City and the Reaves Park Ad Hoc Committee, prepare a preliminary master plan indicating a variety of development & renovation scenarios, with varying mixes of sports activity areas and support facilities for City staff and Ad Hoc Committee review and comment. Comments will be incorporated into DRAFT master plan to be presented to the Parks Board for review and comment.
3. Identify dependent systems for inclusion in the development including electric utilities; water and sanitary sewer facilities; storm drainage facilities and requirements; franchise utilities; establish corridors within the project site for their placement, and provide preliminary development costs for each preliminary master plan alternative.
4. Review the preliminary master plan with the Ad Hoc Committee, incorporating comments and input received from the Parks Board, altering configurations as applicable, and incorporate comments into the preparation of a refined preliminary master plan for the project to be presented to City Council.
5. Identify project phasing for City review and approval.
6. Prepare an estimate of probable construction cost for the master plan.
7. Prepare a Final Master Plan and Report. This final report will illustrate the site investigation, the final master plan, and the plan preparation process, and will include supporting information used as decision making tools.
8. Submit the Final Master Plan and Report to the City for review and approval.

E. PHASE 5: GEOTECHNICAL INVESTIGATION (4 Weeks)

CONSULTANT will perform geotechnical investigation for determination of structural foundation and pavement design needs. This phase will include the following:

1. Field Borings – A total of 12 borings will be drilled for this project. Three borings extending to a depth of 5 feet will be drilled in the parking lot and drive areas. Four borings extending to a depth of 20 feet will be drilled in the location of the proposed concession/restroom locations. Five borings extending to a depth of 30 feet will be drilled in the sport field light poles areas.

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory

2. Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, percent passing U.S. #200 sieve, and strength tests (unconfined compression and/or calibrated penetrometer), as appropriate.
3. Engineering Analysis Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Oklahoma. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:
 - a) Computer generated boring logs with soil stratification based on visual soil classification
 - b) Summarized laboratory data
 - c) Groundwater levels observed during and immediately after drilling
 - d) Boring location plan
 - e) Subsurface exploration procedures
 - f) Encountered soils conditions
 - g) Design recommendations for shallow and/or drilled pier foundations
 - h) Estimated settlement of foundations
 - i) Design recommendations for pavement design and construction
 - j) Subgrade preparation/earthwork recommendations

F. PHASE 6: PRELIMINARY DESIGN (10 weeks)

Upon CITY's authorization to commence with schematic design, CONSULTANT shall prepare schematic design & design development drawings (30x42 format) and a preliminary opinion of probable construction costs (OPCC). The schematic design plans will begin to define the character and essentials of the project concept, including description of materials. This phase will include the

following:

1. Prepare Schematic Plans (30%) for site improvements illustrating general locations, sizes and relationships of improvements, materials and forms of construction, building floor plans and elevations, and proposed equipment for use in development of the park facilities. Coordinate with other design professionals on the configuration of park facilities. Include material cut-sheets as necessary to illustrate design characteristics of selected equipment, finishes and materials.
2. Prepare a detailed Hydrologic Analysis detailing the existing and proposed conditions of Reaves park based the proposed master plan. Create Existing Conditions Hydrologic Model (HEC-HMS). The detailed hydrologic analysis will include simulation for the 50%, 20%, 10%, 4%, 2%, and 1% existing annual chance storm events.
3. Create Proposed Conditions Hydrologic Model (HEC-HMS). The detailed hydrologic analysis will include simulation for the 50%, 20%, 10%, 4%, 2%, and 1% existing annual chance storm events. The proposed Hydrologic model will include detention facilities as necessary per The City of Norman Engineering Design Criteria (CoNEDC). Proposed model will use drainage features identified in the Hydraulic Design Analysis.
4. Prepare a detailed Hydraulic Analysis to locate and size necessary drainage ditches, storm sewer systems, inlets, and detention ponds as necessary to support the hydrologic modeling results. Create HEC-RAS models for significant drainage channels (channel depths of >2 ft). Drainage swales will be modeled using Manning's Equation. Channels and swales will be sized as per CoNEDC manual. Culverts will be sized using HEC-RAS or HY-8 as necessary. Minimum design frequency will be for 50-year. Inlets and storm sewer systems will be designed as per CoNEDC manual. Detention ponds will be sized as identified in the Detailed Hydrologic Analysis task and designed as per CoNEDC requirements.
5. Prepare building and site demolition/removal plans for existing park maintenance facility.
6. Prepare an initial estimate of probable construction cost for improvements.
7. Review Schematic Plans with City staff and document their comments for use during preparation of design development plans.
8. Prepare Design Development Plans (60%) for City review and comment. Finalize locations and configurations of site and recreational facility improvements and illustrate in digital form.
9. Design Development site plans will identify types and size requirements of site elements including site grading, access and circulation routes, parking areas, utilities, pedestrian circulation routes, and landscape and irrigation improvements. Project phasing will be indicated on these plans, if applicable.
10. Design Development building architecture plans will illustrate improvements within the park through the use of plans, elevations, sections, and material cut-sheets as needed to illustrate the final designs proposed at the park.
11. Prepare an estimate of probable construction cost for park improvements.

G. PHASE 7: CONSTRUCTION DOCUMENTS (10 weeks)

Upon CITY's approval of the Schematic Design & Design Development drawings and OPCC, the CONSULTANT will develop 90% and Final working/construction drawings (30x42 format) and technical specifications necessary to construct the work. Construction drawings will include: general construction and project specific notes, demolition plans, utility plans, grading & drainage plans, drainage maps/calculations, erosion/sedimentation/tree protection plans, site dimension control/layout of paving, architecture, ball fields, hardscape landscape amenities, site construction details, civil engineering, architectural, structural and mechanical, electrical, plumbing, field lighting and site lighting plans, landscape planting plans/details and irrigation plans/details. CONSULTANT shall compliment drawings with a Cost Estimate, Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. CONSULTANT shall coordinate any utility needs and adjustment with the CITY and utility service provider(s). CONSULTANT shall assist CITY in submitting plans to regulatory entities for approval and permitting to be used for bidding and implementation of the project. This phase will include the following:

1. Coordinate construction drawings with other team members.
2. Prepare 90% and Final Construction Documents and Specifications to allow bidding and construction of site improvements in phased packages.
3. Provide layout plans with dimensional control information necessary to construct concession/restroom, pavilion(s), hardscape and landscape improvements, including landscape grading and drainage, trails, pedestrian walkway improvements, hardscape and gateway features.
4. Provide architectural theme for concession/restroom buildings, pavilions, hardscape pavements and grading plans indicating materials, color, texture, paving types and locations, with vertical information necessary for construction.
5. Provide structural design and details for concession/restroom buildings, pavilions, monument signs, and light poles.
6. Provide MEP design, details, and utility provider coordination for the concession/restroom buildings, pavilions, monument signs, and light poles.
7. Provide concession/restroom, pavilion, hardscape and landscape site details indicating specific information and data necessary for construction.
8. Provide landscape plans and details necessary for construction.
9. Provide irrigation plans and details necessary for construction.
10. Provide final opinion of probable cost for site improvements at the 90% and Final plan completion.
11. Provide project manual including specifications and bidder instructions in CSI format.

H. PHASE 8: BIDDING ASSISTANCE (6 weeks)

Upon CITY's approval and permitting of Construction Documents, CONSULTANT shall assist CITY during the bidding process of the Phase 1 of construction. It is anticipated that Phase 1 Construction will include the demolition of the maintenance facility (buildings and associated paving) and the construction of 1 ball field and parking in the general vicinity in this area. Also anticipated is the demolition of 2 softball fields and 1 concession/restroom building in the NW corner of the park and construction of additional vehicular drives/parking, 2 softball fields and 1 concession/restroom building. This phase will include the following services:

1. Prepare and organize bid solicitation and proposal forms consistent with the CITY's requirements.
2. Attend and assist the CITY with a pre-bid conference (1 meeting).
3. Address contractor RFI's, prepare and issue addenda as required.
4. Attend and assist the CITY with bid opening, review/evaluate bids including alternates (1 meeting).
5. Provide written recommendation to CITY. Contingent upon project construction delivery method.
6. Once approved by CITY Staff, attend CITY Council meeting for award of construction contract as required (1 meeting).

I. REIMBURSABLE EXPENSES

1. Quantities for deliverables - plans, specifications, reports, permit drawings required by the CITY and/or regulatory entities, mileage to be billed as reimbursable expenses not to exceed the estimate provided in Exhibit C.

EXCLUDED SERVICES

The following services are not included within the scope of basic services unless previously discussed above. Should CONSULTANT be required to provide services in obtaining or coordinating compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the Client.

Additional Services may include, but not be limited to, the following:

- Public meetings/presentations in addition to those outline in Phase 2.
- Increase in construction documentation, regulatory entitlement, bidding assistance and construction phase services resulting from increase development budget of more than 10% and/or above the budgeted amount of \$10,000,000 minus the reference reductions stated in Construction Development Budget on page 3.
- Revisions to drawings previously approved by the CITY and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.

- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Traffic Impact Analysis.
- Off-Site Public Road/Street Design
- Off-Site Public Utility Design (Water, Sanitary Sewer, Storm Sewer)
- Bridge Design (other than pre-engineered structures).
- Gas, Telephone/Communication design.
- Design of utility extension(s) to the project site.
- Services required after final acceptance of construction work.
- Detailed Flood Plain Analysis.
- Floodplain Hydraulic Analysis (Current Effective FEMA information will be used to define the limits of the floodplain)
- CLOMR and/or LOMR
- Permitting through Army Corp of Engineers (USACE).
- Geotechnical investigation for structures not accounted for in basic scope of services.
- Environmental services.
- Geological Assessment.
- Archeological Assessment.
- Hazardous Site Assessments.
- Property Title Research.
- Legal Lot Determinations unless defined within scope of services.
- Preparation of multi-use agreement(s) and exhibits.
- Easement acquisition or vacation including preparation of easement documents.
- Preparation and processing of Waivers, Variances or Exceptions.
- Land Acquisition services.
- Any services related to ROW acquisition.
- Any design work that will require work in the ROW or impact traffic entering and exiting the public and private ROW.
- ROW mapping exhibits and meets and bounds documentation required for ROW acquisition. City Land Acquisition/ROW mapping requirements to be used.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Application, Permit and Filing Fees
- Construction Administration
- Construction Staking
- Construction Materials Testing
- Construction Inspection
- Providing services other than those outlined in scope of services.

EXHIBIT "B"

Project Map

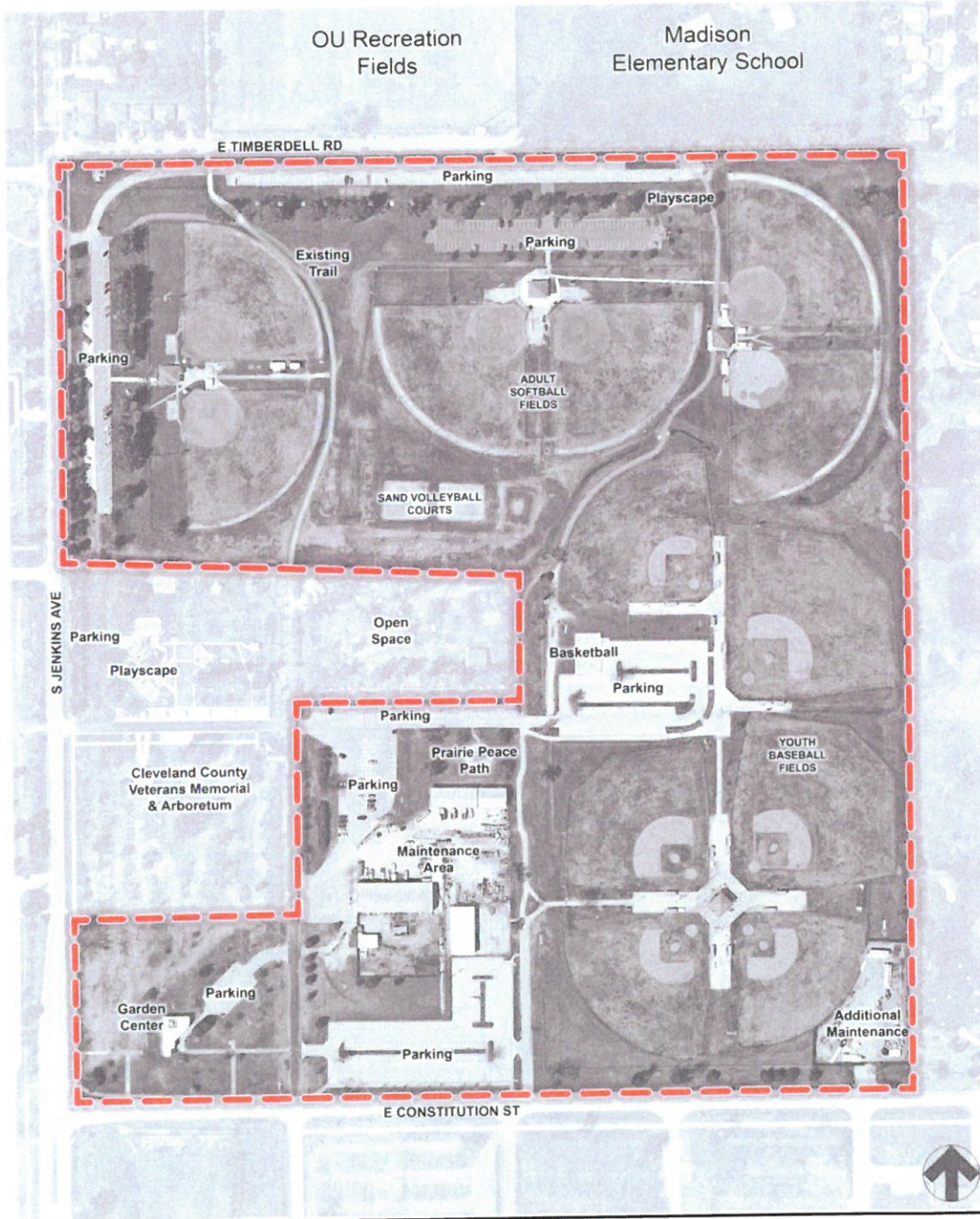


EXHIBIT "C"

Fee Schedule

Phase	Fee
Phase 1: Project Management Coordination	\$61,000.00
Phase 2: Public Involvement	\$19,500.00
Phase 3: Design Survey	\$33,500.00
Phase 4: Master Planning	\$39,350.00
Phase 5: Geotechnical Investigation	\$8,200.00
Phase 6: Preliminary Design	\$335,000.00
Phase 7: Construction Documents	\$180,350.00
Phase 8: Bidding Assistance	\$20,100.00
TOTAL (LUMP SUM):	\$697,000.00
RE01: Reimbursable Expenses (Estimated)	\$7,500.00
GRAND TOTAL:	\$704,500.00

EXHIBIT "D"
2017 Hourly Rate Schedule

Half Associates, Inc.

▪ <u>Principal</u>	<u>\$275 per hour</u>
▪ <u>QA/QC Manager</u>	<u>\$250 per hour</u>
▪ <u>Sr. Project Manager</u>	<u>\$160 per hour</u>
▪ <u>Sr. Landscape Architect</u>	<u>\$140 per hour</u>
▪ <u>Irrigation Designer</u>	<u>\$130 per hour</u>
▪ <u>Landscape Designer</u>	<u>\$ 90 per hour</u>
▪ <u>Clerical</u>	<u>\$ 75 per hour</u>
▪ <u>Senior Structural PE</u>	<u>\$265 per hour</u>
▪ <u>Structural PE</u>	<u>\$145 per hour</u>
▪ <u>Structural EIT</u>	<u>\$110 per hour</u>
▪ <u>Structural CAD</u>	<u>\$ 75 per hour</u>
▪ <u>Sr. Project Manager (Hydraulics & Hydrology)</u>	<u>\$181 per hour</u>
▪ <u>Sr. Engineer III (Hydraulics & Hydrology)</u>	<u>\$174 per hour</u>
▪ <u>EIT I / GIS Specialist II (Hydraulics & Hydrology)</u>	<u>\$ 90 per hour</u>

Atkins

▪ <u>Project Manager</u>	<u>\$211.12 per hour</u>
▪ <u>Senior Engineer</u>	<u>\$132.50 per hour</u>
▪ <u>Senior CAD Engineer</u>	<u>\$110.20 per hour</u>
▪ <u>Senior CAD Tech</u>	<u>\$ 89.90 per hour</u>
▪ <u>CAD Tech</u>	<u>\$ 72.50 per hour</u>
▪ <u>Program Assistant</u>	<u>\$ 99.33 per hour</u>
▪ <u>CM Inspector</u>	<u>\$101.50 per hour</u>

Hornbeek Blatt Architects

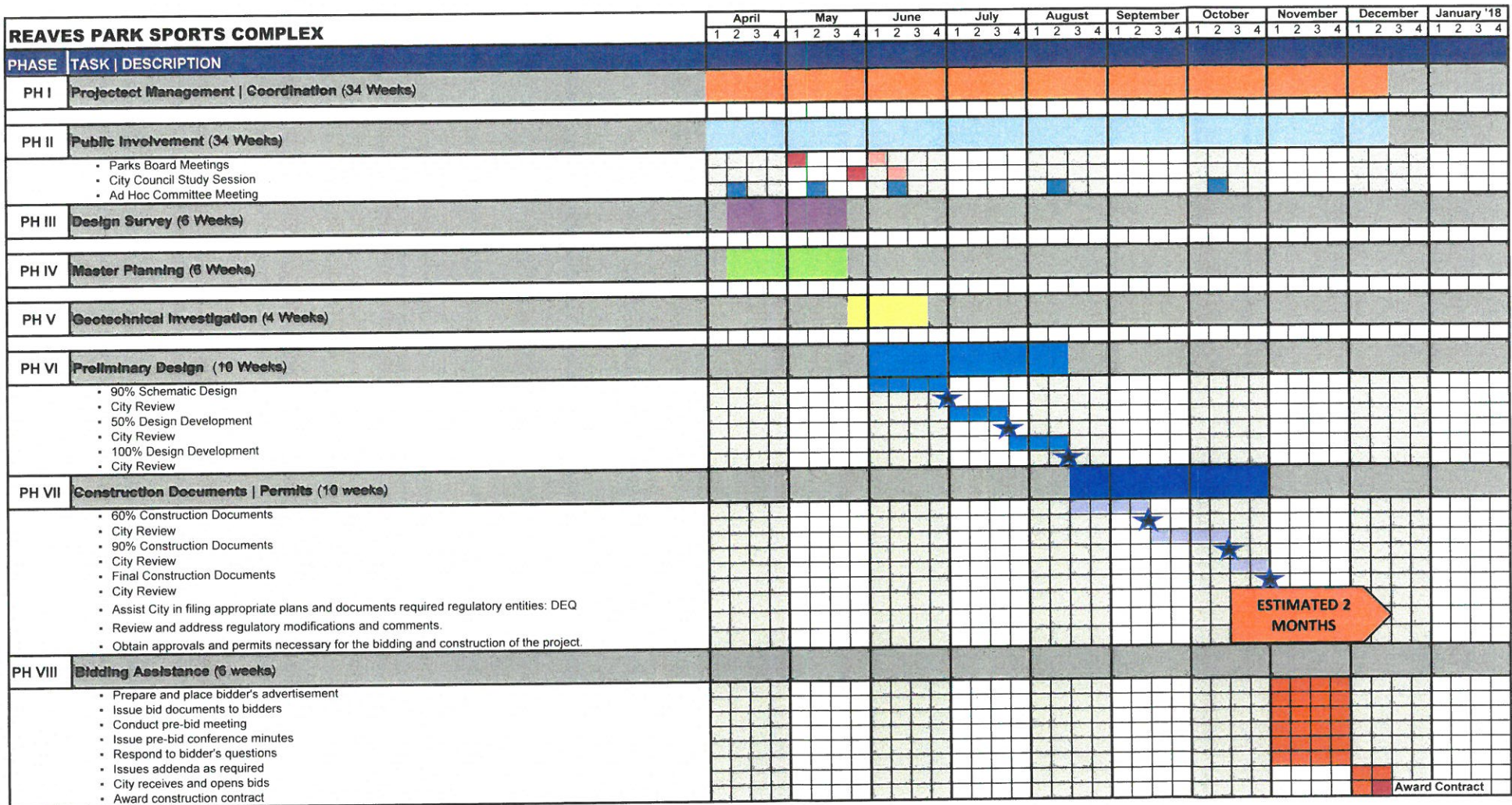
▪ <u>Principal</u>	<u>\$150 per hour</u>
▪ <u>Project Manager</u>	<u>\$135 per hour</u>
▪ <u>Project Architect</u>	<u>\$120 per hour</u>
▪ <u>Clerical</u>	<u>\$ 75 per hour</u>

Horner Associates Engineers, Inc.

▪ <u>Sr. Electrical Engineer</u>	<u>\$150 per hour</u>
▪ <u>Sr. Electrical Designer</u>	<u>\$125 per hour</u>
▪ <u>CAD Technician</u>	<u>\$100 per hour</u>
▪ <u>Clerical</u>	<u>\$ 65 per hour</u>

White & Associates, LLC

▪ <u>Principal</u>	<u>\$145 per hour</u>
▪ <u>Associates</u>	<u>\$100 per hour</u>
▪ <u>Estimators</u>	<u>\$ 85 per hour</u>
▪ <u>Administrators</u>	<u>\$ 55 per hour</u>



Lemke Land Surveying

2017 Hourly Rate Schedule

Principal	\$ 175
Licensed Professional Land Surveyor	\$ 130
Staff Professional	\$ 100
Two-Man Survey Party	\$ 155
One-Man Survey Party	\$ 95
Certified Abstractor	\$ 93
Office Survey Technician	\$ 95
CADD Draftsman	\$ 80
GIS --- <u>G</u> eographic <u>I</u> nformation <u>S</u> ystems	
• GIS Developer	\$ 125
• GIS Specialist	\$ 95
• GIS Analyst	\$ 80
Remote Sensing	<i>Quoted on a Per Project Basis</i>
• HDS - <u>H</u> igh <u>D</u> efinition <u>S</u> canning (Point Cloud Modeling)	
• UAS – <u>U</u> n <u>m</u> anned <u>A</u> erial <u>S</u> ystems (Aerial "Drone" Services)	
• APM - <u>A</u> erial <u>P</u> hotographic <u>M</u> apping (Aerial Photogrammetry)	
• Hydrographic/Bathymetric Surveying	
Administrative Support	\$ 57
Subcontracted Services (preapproved)	Cost + 15%
Mileage	\$ 0.65/mile
ATV (4-Wheel)	\$ 10/hour
Per Diem (overnight stays only)	Current GSA Rates
Lodging	At Cost

Terracon



2017

Schedule of Services and Fees
 Geotechnical Services

I. PERSONNEL

Senior Principal/Program Manager.....	\$175.00/hour
Principal.....	155.00/hour
Senior Project Manager.....	140.00/hour
Project Manager.....	125.00/hour
Project Professional IV.....	120.00/hour
Project Professional III.....	110.00/hour
Project Professional II.....	97.00/hour
Project Professional I.....	82.00/hour
Field Professional.....	74.00/hour*
Technician V (4 hour minimum).....	72.00/hour*
Technician IV (4 hours minimum).....	70.00/hour*
Technician III (4 hours minimum).....	61.00/hour*
Monthly rate of 160 hours or more per month.....	57.00/hour*
Technician II (4 hours minimum).....	51.00/hour*
Monthly rate of 160 hours or more per month.....	48.00/hour*
Technician I (4 hours minimum).....	44.00/hour*
Monthly rate of 160 hours or more per month.....	42.00/hour*
Drafts Person/Cad Operator.....	68.00/hour
Clerical/Administrative Staff.....	51.00/hour

* An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.

NOTE: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$175.00/hour



February 28, 2017

HALFF Associates, Inc.
435 North Walker Avenue, Suite 102
Oklahoma City, Oklahoma 73102-1808

Attn: Mr. Nate Clair, PLA, ASLA
P: [405] 546-3817
E: nClair@Halff.com

Re: Proposal for Geotechnical Engineering Services
Reaves Park Sports Complex
2501 Jenkins Avenue
Norman, Oklahoma
Terracon Proposal No. P03175074

Dear Mr. Clair,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of this study will be to evaluate the pertinent geotechnical conditions at the site and to develop geotechnical parameters, which will assist in the design and construction of foundations, floor slabs, pavements and other buildings and site development elements. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

A. PROJECT INFORMATION

Site Location

Item	Description
Location	The project site is located at 2501 Jenkins Avenue, Norman, Oklahoma.
Current ground cover	Vegetation, trees, bare soil, and asphalt concrete in parking areas (assumed).
Existing topography	Relatively level (assumed).

Project Description

Item	Description
Structures	The project will include construction of concession/storage/restrooms buildings and 80-foot tall sport field light poles. Associated parking and drive areas will also be constructed.
Maximum loads	Not provided by the client at the time of proposal.
Grading	Grade changes for the proposed site were not provided to us at the time of this proposal; however, we have assumed less than 2 feet of cut and/or fill will be necessary for this site.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program - A total of 12 borings will be drilled for this project. Three borings extending to a depth of 5 feet will be drilled in the parking and drive areas. Four borings extending to a depth of 20 feet will be drilled in the buildings areas. Five borings extending to a depth of 30 feet will be drilled in the sport field light poles areas.

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Conditions/Items to be provided by Client - Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact State One Call Service (OKIE) for location of utilities in public easements. Location of private lines on the property is not part of the OKIE or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our truck-mounted drilling equipment. Additional costs may result if this is not the case. It does not include services associated with damage of existing landscape or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all borings will be backfilled immediately after their completion. Excess auger cuttings would be disposed of on the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service at your request, but this would involve additional cost.

Laboratory Testing - The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, percent passing U.S. #200 sieve, and strength tests (unconfined compression and/or calibrated penetrometer), as appropriate.

Engineering Analysis and Report - The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Oklahoma. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data
- Groundwater levels observed during and immediately after drilling
- Boring location plan
- Subsurface exploration procedures
- Encountered soils conditions
- Design recommendations for shallow and/or drilled pier foundations
- Estimated settlement of foundations
- Design recommendations for pavement design and construction
- Subgrade preparation/earthwork recommendations

Schedule - We can generally begin the field exploration program within about two weeks after receipt of our signed Agreement for Services, if site and weather conditions permit. We estimate the geotechnical report can be completed within about two to three weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, the lump sum total fee would be \$8,200.00.

The lump sum price includes grouting the boring to meet the State statutes. As required by the State of Oklahoma, any boring deeper than 20 feet, or boring which encounter groundwater or contaminated materials must be grouted or plugged in accordance with Oklahoma State statutes. One boring log must be submitted to the Oklahoma Water Resources Board for each 10 acres of project site. Terracon will grout or plug the boring and submit logs in order to comply with the Oklahoma Water Resources Board requirements.

Unless instructed otherwise, the invoice will be sent to your attention at the above address:

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

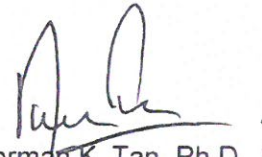
We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.



Omar Amer, Ph.D.
Senior Staff Geotechnical Engineer



Norman K. Tan, Ph.D., P.E.
Senior Engineer

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Attachments: Agreement for Services
Geotechnical Fee Schedule

Copies to: Addressee (1 via email)